

Cedar City

10 North Main Street • Cedar City, UT 84720
435-586-2950 • FAX 435-586-4362
www.cedarcity.org

Mayor

Garth O. Green

Council Members

Terri W. Hartley
Craig E. Isom
W. Tyler Melling
R. Scott Phillips
Ronald Riddle

City Manager

Paul Bittmenn

CITY COUNCIL WORK MEETING

APRIL 6, 2022

5:30 P.M.

The City Council meeting will be held in the Council Chambers at the City Office, 10 North Main Street. The agenda will consist of the following items:

- I. Call to Order
- II. Agenda Order Approval
- III. Administration Agenda
 - Mayor and Council Business
 - Staff Comments
 - Southwest Education Academy Art Exhibit. Steve Decker
- IV. Public Agenda
 - Public Comments

Business Agenda

Staff

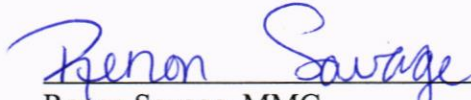
1. Consider entering a subcontractor agreement with the Cedar City Housing Authority. Paul Bittmenn
2. Community Development Block Grant (CDBG) Second Public Hearing
3. Consider a resolution for the Municipal Wastewater Planning Program Annual Report. Eric Bonzo
4. Consider an amendment to the Little League Fields cell tower lease. Paul Bittmenn
5. Consider a memorandum of understanding with Iron County dealing with lift station upgrade fees. Paul Bittmenn
6. Consider bids for the Fire Training Center upgrade. Mike Phillips
7. Consider a resolution adopting a voluntary water restriction schedule. Robbie Mitchell
8. Consider an ordinance amending Chapter 38 of the City's ordinances concerning retention basins. Jonathan Stathis
9. Consider a memorandum of understanding with Holt Farms LLC exploring the possibility of trading effluent water for groundwater from the Escalante Valley. Tyler Romeril
10. Consider appointment of Mark Mumford to the Board of Adjustments. Mayor Green

Public

11. Consider vicinity plan for Mountainview Industrial Park Subdivision Phases 1 and 2 located at approximately 2600 West 850 North. Go Civil/Don Boudreau
12. Consider approving the final plat of 4-B Ranch Subdivision Phase 3 located in the vicinity of 4450 West 1525 South. Go Civil/Tyler Romeril

13. Consider approving the final plat of Cedar Reserve PUD Unit C Townhomes located in the vicinity of 1600 North Lund Highway. Platt & Platt/Tyler Romeril
14. Consider approving the final plat of Trailside Townhomes PUD Phase 2 located in the vicinity of 25 East 1000 South. Platt & Platt/Tyler Romeril
15. Consider vicinity plan for Sugar Plum Subdivision located at approximately 3900 West and 800 North. Platt & Platt/Don Boudreau

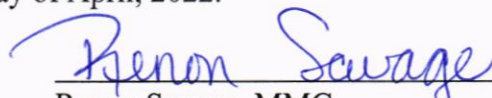
Dated this 4th day of April, 2022.



Renon Savage, MMC
Cedar City Recorder

CERTIFICATE OF DELIVERY:

The undersigned duly appointed and acting recorder for the municipality of Cedar City, Utah, hereby certifies that a copy of the foregoing Notice of Agenda was delivered to the Daily News, and each member of the governing body this 4th day of April, 2022.



Renon Savage, MMC
Cedar City Recorder

Cedar City Corporation does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

If you are planning to attend this public meeting and, due to a disability, need assistance in accessing, understanding or participating in the meeting, please notify the City not later than the day before the meeting and we will try to provide whatever assistance may be required.

CEDAR CITY COUNCIL
AGENDA ITEMS - 1
DECISION PAPER

TO: Mayor and City Council

FROM: City Manager

DATE: April 4, 2022

SUBJECT: Community Development Block Grant subcontractor agreement and second public hearing

Some months ago, the City Council hosted a public hearing for the Community Development Block Grant (CDBG). That public hearing was a preliminary step in the CDBG process since that time the Five County Association of Governments has reviewed multiple applications for CDBG funding. There were three applications submitted from not-for-profit groups with operations in Cedar City. The application from the Cedar City Housing Authority was selected to move ahead. The next step in the CDBG process is for the City Council to host another public hearing and enter into a subcontractor agreement.

CDBG funds start with the Federal Government and are passed to the State. The State has to pass those funds to a unit of local government such as a city. The purpose of the subcontractor agreement is to document our relationship with the Cedar City Housing Authority. According to the agreement Cedar City will receive the funds from the State and pass the funds on to the Cedar City Housing Authority. The Cedar City Housing Authority will spend the funds in accordance with all grant requirements, be responsible for reporting the spending and compliance to the State of Utah and hold Cedar City harmless for its actions relating to the grant. Attached is a copy of the subcontractor agreement.

A second public hearing is also required.

Please consider approving the subcontractor agreement and hold the public hearing. If you need any additional information or have questions, please give me a call.

SUBCONTRACTOR'S AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, 20__, by and between _____, a body politic of the state of Utah, hereinafter referred to as "Contractor," and _____, a local governmental organization organized under the laws of the state of Utah, hereinafter referred to as "Subcontractor."

WITNESSETH:

WHEREAS, Contractor will enter into a Contract Agreement with the Utah Department of Workforce Services, Housing and Community Development Division, hereinafter referred to as the "Community Development Block Grant Agreement" and

WHEREAS, Contractor desires to subcontract with Subcontractor to provide said project as outlined in Attachment D, Scope of Work, and

WHEREAS, the Subcontractor desires to perform the project for Contractor as outlined in the Scope of Work, upon the following terms and conditions,

NOW, THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the parties hereto agree as follows:

1. Subcontractor agrees to abide by all of the terms and conditions and perform all of the responsibilities and obligations of the Community Development Block Grant Agreement. A copy of said Block Grant Agreement, which is incorporated herein and by this reference made a part hereof, shall be made available to Subcontractor upon written request.
2. Contractor hereby agrees to pay to Subcontractor such funds as it may receive, and shall make available all rights, privileges and responsibilities Contractor may have under the Block Grant Agreement, subject to Subcontractor's full performance of the terms and conditions hereof.
3. Subcontractor shall provide the services set forth in the scope of work, and in doing so shall, in addition to the requirements of Paragraph 1 above, perform according to the provisions of the attached Standard Terms and Conditions, any additional terms and conditions; and other, performance requirements established by Contractor, if any. A copy of each attachment is attached hereto and by this reference made a part hereof.
4. Subcontractor acknowledges that Contractor, as a condition of receiving a block grant under the Community Development Block Grant Agreement, has agreed to hold the State of Utah harmless from such claims, damages, loss or injury as the state may suffer in the event Contractor fails to comply with the terms of the Block Grant Agreement. Recognizing that default by Subcontractor in performance of the terms and conditions of this Agreement may result in default by Contractor in its obligations to State of Utah under the Block Grant Agreement, Subcontractor hereby agrees to hold Contractor harmless from any and all such claims, damages, loss, or injury as

Contractor may suffer as a result of Subcontractor's failure to comply with the terms and conditions of this Agreement.

WHEREFORE, the parties have signed this Contract the day and year first above written.

CONTRACTOR

By: _____

Printed Name: _____

Title: _____

WITNESS:

By: _____

Printed Name: _____

Title: _____

SUBCONTRACTOR

By: _____

Printed Name: _____

Title: _____

WITNESS:

By: _____

Printed Name: _____

Title: _____

Public Hearing Statement – READ DURING THE HEARING

#3

CEDAR CITY RESOLUTION NO. _____

A RESOLUTION OF THE CEDAR CITY COUNCIL RELATED TO THE CEDAR CITY REGIONAL WASTEWATER TREATMENT FACILITY PLANNING PROGRAM.

WHEREAS, Cedar City owns and operates the Cedar City Regional Wastewater Treatment Facility; and

WHEREAS, Cedar City operates its wastewater treatment facility pursuant to permits issued by the State of Utah Water Quality Board; and

WHEREAS, as a condition of maintaining its permits through the State of Utah Water Quality Board, Cedar City is required from time to time to prepare, adopt, and submit a wastewater planning program report; and

WHEREAS, Cedar City is also required to take actions identified in the report and necessary to keep its permits through the Water Quality Board.

NOW THEREFORE BE IT RESOLVED by the City Council of Cedar City, State of Utah, that Cedar City has prepared the attached and incorporated municipal wastewater planning program report, see exhibit #1.

NOW THEREFORE BE IT RESOLVED by the City Council of Cedar City, State of Utah, that Cedar City has taken all appropriate actions necessary to maintain effluent requirements issued by the Division of Water Quality.

This resolution, Cedar City Resolution Number _____, was passed and approved by a majority vote of the Cedar City Council on the 13th day of April, 2022.

Council Vote:

Hartley -

Isom -

Phillips -

Melling -

Riddle -

Dated this _____ day of April, 2021.

GARTH O. GREEN
MAYOR

[SEAL]
ATTEST:

RENON SAVAGE
RECORDER



UTAH DEPARTMENT of
ENVIRONMENTAL QUALITY
**WATER
QUALITY**

*Municipal Wastewater Planning Program (MWPP)
Annual Report
for the year ending 2021
CEDAR CITY*

SUBMIT BY APRIL 15, 2022

Are you the person responsible for completing this report
for your organization?

☒ **Yes**

☐ No

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*Municipal Wastewater Planning Program (MWPP)
Annual Report
for the year ending 2021
CEDAR CITY*

This is the current information recorded for your facility:

Facility Name:	CEDAR CITY
Contact - First Name:	Eric
Contact - Last Name:	Bonzo
Contact - Title	Wastewater Supt
Contact - Phone:	435-867-9427
Contact - Email:	beric@cedarcity.org

Is this information above complete and correct?

☒ Yes

☐ No

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UTAH DEPARTMENT of
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**WATER
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Your wastewater system is described as Collection,
Mechanical Treatment & Financial:

Classification: COLLECTION

Grade: III

(if applicable)

Classification: TREATMENT

Grade: III

Is this correct?

WARNING: If you select 'no', you will no longer have access
to this form upon clicking Save & Continue. DWQ will update
the information and contact you again.

☒ **Yes**

☐ **No**



*Municipal Wastewater Planning Program (MWPP)
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Click on a link below to view a previous year's examples of sections in the survey:

(Your wastewater system is described as Collection, Mechanical Treatment & Financial)

[MWPP Collection System.pdf](#)

[MWPP Discharging Lagoon.pdf](#)

[MWPP Financial Evaluation.pdf](#)

[MWPP Mechanical Plant.pdf](#)

[MWPP Non-Discharging Lagoon.pdf](#)

Will multiple people be required to fill out this form?

☐ Yes

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UTAH DEPARTMENT of
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**WATER
QUALITY**

*Municipal Wastewater Planning Program (MWPP)
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Financial Evaluation Section

Form completed by:

Eric N. Bonzo

Part I: GENERAL QUESTIONS

Yes

No

Are sewer revenues maintained in a dedicated
purpose enterprise/district account?



Yes

No

Are you collecting 95% or more of your anticipated sewer revenue?



Are Debt Service Reserve Fund⁶ requirements being met?



What was the annual average User Charge¹⁶ for 2021?

276.00

Do you have a water and/or sewer customer assistance program* (CAP)?

☐ Yes

☒ **No**

Part II: OPERATING REVENUES AND RESERVES

Yes

No

Yes

No

Are property taxes or other assessments applied to the sewer systems¹⁵?

☒☐

2021 Revenue from these taxes =

2,428,139

Yes

No

Are sewer revenues¹⁴ sufficient to cover operations & maintenance costs⁹, and repair & replacement costs¹² (OM&R) at this time?

☒☐

Are projected sewer revenues sufficient to cover OM&R costs for the *next five years*?

☒☐

Does the sewer system have sufficient staff to provide proper OM&R?

☒☐

Has a repair and replacement sinking fund¹³ been established for the sewer system?

☒☐

Is the repair & replacement sinking fund sufficient to meet anticipated needs?

☒☐

Part III: CAPITAL IMPROVEMENTS REVENUES AND RESERVES

	Yes	No
Are sewer revenues sufficient to cover all costs of current capital improvements ³ projects?	<input checked="" type="radio"/>	<input type="radio"/>
Has a Capital Improvements Reserve Fund ⁴ been established to provide for anticipated capital improvement projects?	<input checked="" type="radio"/>	<input type="radio"/>
Are projected Capital Improvements Reserve Funds sufficient for the <i>next five years</i> ?	<input checked="" type="radio"/>	<input type="radio"/>
Are projected Capital Improvements Reserve Funds sufficient for the <i>next ten years</i> ?	<input checked="" type="radio"/>	<input type="radio"/>
Are projected Capital Improvements Reserve Funds sufficient for the <i>next twenty years</i> ?	<input checked="" type="radio"/>	<input type="radio"/>

Part IV: FISCAL SUSTAINABILITY REVIEW

	Yes	No
Have you completed a Rate Study ¹¹ within the last five years?	<input checked="" type="radio"/>	<input type="radio"/>
Do you charge Impact fees ³ ?	<input checked="" type="radio"/>	<input type="radio"/>

2021 Impact Fee (if not a flat fee, use average of all

collected fees) =

171,099

Yes

No

Have you completed an Impact Fee Study in accordance with UCA 11-36a-3 within the last five years?



Do you maintain a Plan of Operations¹⁰?



Have you updated your Capital Facility Plan² within the last five years?



Yes

No

Do you use an Asset Management¹ system for your sewer systems?



Describe the Asset Management System (check all that apply)

- ☒ Spreadsheet
- ☒ GIS
- ☒ Accounting Software
- ☒ Specialized Software
- ☐ Other

Yes

No

Do you know the total replacement cost of your sewer system capital assets?



2021 Replacement Cost =

Best guess Estimate 310,000,000

Yes

No

Do you fund sewer system capital improvements annually with sewer revenues at 2% or more of the total replacement cost?



Yes

No

What is the sewer/treatment system annual asset renewal* cost as a percentage of its total replacement cost?



What is the sewer/treatment system annual asset renewal* cost as a percentage of its total replacement cost?

0.5

Part V: PROJECTED CAPITAL INVESTMENT COSTS

Cost of projected capital improvements

	Cost	Purpose of Improvements		
	Please enter a valid numerical value	Replace/Restore	New Technology	Increased Capacity
2022	500,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2022 thru 2026	500,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2027 thru 2031	500,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2032 thru 2036	1,500,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2037 thru 2041	500,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

This is the end of the Financial questions

To the best of my knowledge, the Financial section is completed and accurate.

☒ **Yes**

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UTAH DEPARTMENT of
ENVIRONMENTAL QUALITY
**WATER
QUALITY**

*Municipal Wastewater Planning Program (MWPP)
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Collections System Section

Form completed by:

May Receive Continuing Education /units (CEUs)

Eric N. Bonzo

Part I: SYSTEM DESCRIPTION

What is the largest diameter pipe in the collection system
(diameter in inches)?

36

What is the average depth of the collection system (in feet)?

10

What is the total length of sewer pipe in the system (length in miles)?

255

How many lift/pump stations are in the collection system?

5

What is the largest capacity lift/pump station in the collection system (design capacity in gallons per minute)?

490

Do seasonal daily peak flows exceed the average peak daily flow by 100 percent or more?

☐ Yes

☒ **No**

What year was your collection system first constructed (approximately)?

1945

In what year was the largest diameter sewer pipe in the collection system constructed, replaced or renewed? (If more than one, cite the oldest)

1996

PART II: DISCHARGES

How many days last year was there a sewage bypass, overflow or basement flooding in the system due to rain or snowmelt?

0

How many days last year was there a sewage bypass, overflow or basement flooding due to equipment failure (except plugged laterals)?

0

The Utah Sewer Management Program defines two classes of sanitary sewer overflows (SSOs):

Class 1– a Significant SSO means a SSO or backup that is not caused by a private lateral obstruction or problem

that:

- (a) affects more than five private structures;*
- (b) affects one or more public, commercial or industrial structure(s);*
- (c) may result in a public health risk to the general public;*
- (d) has a spill volume that exceeds 5,000 gallons, excluding those in single private structures; or*
- (e) discharges to Waters of the state.*

Class 2 - a Non-Significant SSO means a SSO or backup that is not caused by a private lateral obstruction or problem that does not meet the Class 1 SSO criteria.

Below include the number of SSOs that occurred in year:
2021

	Number
Number of Class 1 SSOs in Calendar year	0
Number of Class 2 SSOs in Calendar year	0

Please indicate what caused the SSO(s) in the previous question.

N/A

Please specify whether the SSOs were caused by contract or tributary community, etc.

N/A

Part III: NEW DEVELOPMENT

Did an industry or other development enter the community or expand production in the past two years, such that flow or wastewater loadings to the sewerage system increased by 10% or more?

☐ Yes

☒ **No**

Are new developments (industrial, commercial, or residential) anticipated in the next 2 - 3 years that will increase flow or BOD5 loadings to the sewerage system by 25% or more?

☐ Yes

☒ **No**

Number of new commercial/industrial connections in the last year

15

Number of new residential sewer connections added in the

last year

347

Equivalent residential connections⁷ served

8264

Part IV: OPERATOR CERTIFICATION

How many collection system operators do you employ?

5.5

Approximate population served

39,500

State of Utah Administrative Rules requires all public system operators considered to be in Direct Responsible Charge (DRC) to be appropriately certified at least at the Facility's Grade.

List the designated Chief Operator/DRC for the Collection System below:

	Name First and Last Name	Grade	Email Please enter full email address
Chief Operator/DRC	<input type="text" value="Randy Clove"/>	<input type="text" value="IV"/> ▼	<input type="text" value="crandy@cedarcit"/>

List all other Collection System operators with DRC responsibilities in the field, by certification grade, separate names by commas:

	Name separate by comma
SLS ¹⁷ Grade I:	<input type="text"/>

	Name separate by comma
Collection Grade I:	
Collection Grade II:	
Collection Grade III:	
Collection Grade IV:	Lawrence Rember, Eric N Bonzo

List all other Collection System operators by certification grade, separate names by commas:

	Name separate by comma
SLS ¹⁷ Grade I:	
Collection Grade I:	Derek VonHatten

	Name separate by comma
Collection Grade II:	Skyler Rember, Kyson Benson
Collection Grade III:	
Collection Grade IV:	
No Current Collection Certification:	

Is/are your collection DRC operator(s) currently certified at the appropriate grade for this facility?

☒ **Yes**

☐ No

Part V: FACILITY MAINTENANCE

Yes

No

Yes

No

Have you implemented a preventative maintenance program for your collection system?



Have you updated the collection system operations and maintenance manual within the past 5 years?



Do you have a written emergency response plan for sewer systems?



Do you have a written safety plan for sewer systems?



Is the entire collections system TV inspected at least every 5 years?



Is at least 85% of the collections system mapped in GIS?



Part VI: SSMP EVALUATION

Yes

No

Has your system completed a Sewer System Management Plan (SSMP)?



Has the SSMP been adopted by the permittee's governing body at a public meeting?



Has the completed SSMP been public noticed?



Yes

No

During the annual assessment of the SSMP, were any adjustments needed based on the performance of the plan?

☐☒

Date of Public Notice

09/20/2017

During 2021, was any part of the SSMP audited as part of the five year audit?

☐ Yes

☒ No

Have you completed a System Evaluation and Capacity Assurance Plan (SECAP) as defined by the Utah Sewer Management Program?

☒ Yes

☐ No

Part VII: NARRATIVE EVALUATION

This section should be completed with the system operators.

Describe the physical condition of the sewerage system: (lift stations, etc. included)

Lift stations are operated and well maintained and in good working order. The sewer system is in fair to excellent condition. The older parts are in fair condition with ongoing prioritized sewer repairs being done annually. The newer parts are in excellent condition overall. Manholes are put on a prioritized list

AND AN ANNUAL number of manholes are rehabilitated annually.

What sewerage system capital improvements³ does the utility need to implement in the next 10 years?

Continue to replace long runs of old sections of clay sewer pipe and manholes that are on a prioritized repair list. Slip lining of several cast iron lines totaling 315 ft.

What sewerage system problems other than maintaining

What coverage system problems, other than plugging, have you had over the last year?

Roots and problem grease accumulation are put on a quarterly, semi-annual maintenance program.

Is your utility currently preparing or updating its capital facilities plan²?

☒ Yes

☐ No

Does the municipality/district pay for the continuing education expenses of operators?

☒ **100% Covered**

☐ Partially cover

☐ Does not pay

Is there a written policy regarding continuing education and training for wastewater operators?

☐ Yes

☒ No

Any additional comments?

None

This is the end of the Collections System questions

To the best of my knowledge, the Collections System section is completed and accurate.

☒ Yes

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I have reviewed this report and to the best of my knowledge the information provided in this report is correct.

× Erie N. Bongo clear

Has this been adopted by the council? If no, what date will it be presented to the council?

☐ Yes

☒ No


What date will it be presented to the council?

Date format ex. mm/dd/yyyy

04/06/2022

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CEDAR CITY COUNCIL
AGENDA ITEMS - 04
DECISION PAPER

TO: Mayor and City Council

FROM: City Manager

DATE: April 4, 2022

SUBJECT: Consider a lease modification.

Cedar City has an existing land lease with American Tower for property located next to the Little League baseball fields. This lease was commenced on March 12, 2019. The initial term of the lease is 10 years and American Tower can choose to extend the lease for eight additional five-year periods. In all the lease has the potential to ren for fifty years. The payments for the lease depend on how many carriers are located on the tower. With one carrier the payments started at \$850.00 per month. The lease payment would increase by \$350 per month for the second and subsequent carriers. The contract also has a yearly increase of 2.5% over the rents received the year before.

American Tower has asked Cedar City to renegotiate the agreement. They would like to offer Cedar City a one-time payment of \$156,825.00 for a perpetual easement on the City's property. Also, they would agree to restore the property once they are done. They are offering to structure payments of the one-time payment over a number of months to fit the City's financial needs. When I asked the cell tower representatives why the City would enter into such a modification the reply I received was that they may choose to terminate the existing contract and move the tower somewhere else.

If Cedar City continues with the current lease including the 2.5% annual increase, and no additional carriers are added in 2034 the yearly payment due will be \$160,829.53. Over the life of the lease without amendment Cedar City can anticipate receiving \$1,024,943.70.

Please consider the offer to renegotiate this cell tower lease.

CEDAR CITY COUNCIL
AGENDA ITEMS - 5
DECISION PAPER

TO: Mayor and City Council

FROM: City Manager

DATE: April 4, 2022

SUBJECT: Consider a memorandum of understanding with Iron County dealing with lift station upgrade fees.

Cedar City owns and operates the wastewater treatment plant. Cedar City also owns and operates two main transmission lines that carry sewage from town to the wastewater treatment plant. Cedar City has agreements with Enoch and Iron County structuring their use of the treatment plant and the transmission lines. This memorandum of understanding has to do with the agreement with Iron County.

One of the agreements Cedar City has with Iron County is for the use of the City's 4500 West transmission line. This agreement includes provisions whereby the City will do the maintenance of the County's collection system. In exchange the County would charge its residents a monthly charge to cover the costs and pay Cedar City for the maintenance of its system. The County would be responsible for any capital maintenance in excess of \$5,000.

Some time ago Cedar City institutes a lift station upgrade fee. This one-time fee was charged to Cedar City residents that lived in residential areas where a lift station was required. The fee was intended to build up so that when upgrades to the lift station were necessary the City would have a funding source from those who benefited from the lift station. The lift station upgrade fee is not a monthly recurring charge, and was not intended to be charged to County residents as part of their agreements with Cedar City.

Iron County never enacted a lift station upgrade fee, but they have been paying one to Cedar City for a number of years. Between the City's accounting records and the County's accounting records the best number we have is Iron County has paid Cedar City \$67,205.30 in lift station upgrade fees.

The attached memorandum of understanding is intended to document the problem with the lift station upgrade fees, provide a vehicle by which the City can refund to the County the fees, and reaffirm our current contracts. As of January 1, 2022, the County no longer remits lift station upgrade fees to Cedar City.

Please consider adopting this memorandum of understanding so we can refund to Iron County funds we should not have collected, and we can continue with our long-standing agreements. Attached is a copy of the memorandum of understanding. If you have question or need additional information, please call. Thank you.

Memorandum of Understanding

This Memorandum of Understanding is entered into on this 28th day of **March, 2022**, between Cedar City Corporation, a Utah Municipal Corporation and political subdivision of the State of Utah, hereinafter referred to as "City"; and Iron County, a political subdivision of the State of Utah, hereinafter referred to as "County".

Whereas, City operates a wastewater division of its public works department. The wastewater division operates and maintains all wastewater collection and transmission facilities within Cedar City's borders, and the Cedar City Regional Wastewater Treatment Facility; and

Whereas, increasing development pressure within Iron County has increased the number of residential and commercial uses within the County to the point where individual septic systems were no longer a viable widely used option to handle wastewater; and

Whereas, in an effort to cooperate in the economical provision of wastewater collection and treatment services City and County entered a series of agreements in 2004 to set forth their agreements for the use of the Cedar City Regional Wastewater Treatment Facility, the 4500 West transmission line, and the construction and maintenance of a County collection system; and

Whereas, pursuant to these 2004 agreements County has paid City to maintain its collection system. City has conducted yearly maintenance to the system, but capital items exceeding \$5,000 are the responsibility of County. County has also charged fees related to the collection system at the time of building permit; and

Whereas, a one time lift station upgrade fee has been charged by County and remitted to City at the time of building permit. City collects a similar fee for the express purpose of funding future expansion or capital expenditures related to the operation of wastewater lift stations; and

Whereas, County is responsible for its own capital maintenance and the purpose of the lift station upgrade fee is to fund future capital expenditures, City will refund to County collected lift station upgrade fees and no longer collect these fees when a building permit is issued; and

Whereas, County and City have had adequate time to compare their financial records and both agree that the amount of lift station upgrade fees collected by County and remitted to City totals \$67,205.30. City desires to pay these fees to County and County desires to receive these fees from City.

Now therefore City and County enter this Memorandum of Understanding.

1. City and County re-affirm their commitments pursuant to the 2004 agreements relative to collection and treatment of wastewater. No amendments to these agreements are desired.
2. City and County agree that \$67,205.30 is the total amount of the lift station upgrade fees that have been paid by County to City. City and County agree that \$67,205.30 is the total amount that City needs to pay to County.
3. County will invoice City for the payment of the \$67,205.30 the anticipation is that payment will be made by City as soon as the funds are budgeted and an invoice is received.

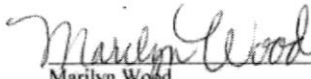
4. County will no longer collect and remit the lift station upgrade fee to City at the time of building permit.
5. The transaction documented by this memorandum of understanding shall settle all conflicts relative to the collection and payment of lift station upgrade fees.

Dated this 28th day of March, 2022.


Garth O. Green
Mayor

[seal]
Attest:

Renon Savage
City Recorder


Marilyn Wood
Commissioner




Jonathan T. Whittaker
County Clerk

CEDAR CITY COUNCIL
AGENDA ITEM 6

INFORMATION SHEET

TO: Mayor and City Council

FROM: Mike Phillips

DATE: 04 March 2022

SUBJECT: Consider accepting a bid from KLW Customs, LLC for the training center upgrades.

DISCUSSION: The Fire Department has been working on upgrading the training center for three years and has come to the point of adding the stairs, doors, windows, and a scuttle hatch to the facility. The project was bid out and three prospective bidders attended the mandatory walk through of the training facility and only one submitted a bid for this project. KLW Customs bid is for \$80,988 for this portion of the project. There is \$89,250 currently available in this budget line item.

RECCOMENDATION: To award the bid to KLW Customs for \$80,988.

**CEDAR CITY CORPORATION
RESOLUTION NO. _____**

A RESOLUTION ADOPTING A VOLUNTARY WATER RESTRICTION SCHEDULE

WHEREAS, the State of Utah is facing drought conditions with 96.9% of the state in a severe drought situation as monitored by the National Drought Mitigation Center, the USDA and NOAA; and

WHEREAS, Iron County falls within the parameters of the severe drought condition, posting the driest year to date in 128 years, this year, Iron County also experienced the driest February over the past 128 years; and

WHEREAS, 81% of the streamflow sites in the State of Utah are below normal and the water supply as depicted by the U.S. Geological Survey shows Iron County in the "Below Normal" category for streamflow conditions; and

WHEREAS, due to the extreme high temperature conditions and the strain being put on culinary water systems, and in an effort to conserve water, many of the surrounding communities are implementing water restrictions; and

NOW, THEREFORE, in an effort to help conserve water and to allow our water infrastructure to recharge, Cedar City Corporation is hereby requesting the help of all of our citizens by the implementation of a voluntary water restriction schedule.

We are asking all those who use culinary water for irrigation, including City facilities, to abide by these restrictions:

1. even-numbered addresses shall water Monday, Wednesday, and Friday;
2. odd-numbered addresses shall water Tuesday, Thursday, and Saturday;
3. there will be no watering on Sunday; and
4. as always, watering will only be allowed before 8:00 AM and after 6:00 PM.

Exemptions to this Resolution would include City facilities, public facilities, and individuals that utilize secondary water for irrigation purposes. The Cedar City Water Department may grant an exemption to those that have planted new sod or seed for a two-week period from the date of planting.

This voluntary restriction schedule will be in place until September 30, 2022, and will be reevaluated on an ongoing basis throughout the summer. If these voluntary restrictions are not effective in conserving water and recharging water infrastructure, the City may determine that these water restrictions will need to be made mandatory.

This resolution, Cedar City Resolution No. _____, shall take effect immediately on the passage. This resolution was made, voted, and passed by the Cedar City Council at its regular meeting on this ____ day of April, 2022.

Council Vote:

Hartley -

Isom -

Phillips -

Melling -

Riddle -

BY: _____

GARTH O. GREEN
MAYOR

[CORPORATE SEAL]
ATTEST:

RENON SAVAGE, CITY RECORDER

**CEDAR CITY
CITY COUNCIL AGENDA ITEM 8
STAFF INFORMATION SHEET**

To: Mayor and City Council

From: Jonathan Stathis

Council Meeting Date: April 6, 2022

Subject: **Consider amending Chapter 38 of the City's ordinances concerning retention basins.**

Discussion: This ordinance revision is being proposed in response to requests from the public to modify the requirements for drainage retention basins in new developments.

The proposed changes to the ordinance are as follows:

1. The requirement for a maximum depth of retention ponds is proposed to be eliminated.
2. The requirement for fencing around the pond is proposed to be eliminated.
3. A clarification is proposed to be added stating that retention ponds must be privately owned.

This ordinance revision was presented at the Project Review meeting on March 17, 2022. A copy of the meeting minutes is included on the next page.

This item is now being presented to the City Council for consideration.

CITY ITEMS

1. Ordinance text change regarding Retention Ponds

Jonathan Stathis

Jonathan: This is part of the drainage ordinance. Several months ago, City Council passed a new section for retention ponds. Previously they weren't allowed. You needed full storage on the property. Retention ponds are only allowed on privately owned and maintained. Requires retention basins be a max of 3' deep and fencing around the retention pond. The proposal is to remove those requirements and add language that all must be privately owned, maintained and operated. If private development wants to build the retention pond, they'd be taking on the liability with how they build it. I discussed this with the City attorney, and he's comfortable with the language. From an engineering standpoint, it doesn't change much, but for liability it puts it on the private owner of the retention pond. It's more flexibility from a design standpoint to go deeper with the pond and not require a fence around it. **Dallas:** If you have the right per grade, you could dig a deep hole and fence it. removing to still put 8' deep basin and fence it?

Jonathan: Yes, that is an option that removes the requirement to do so. This will go to PC and City Council for review.

CEDAR CITY ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 38 OF THE ORDINANCE OF CEDAR CITY, UTAH, AMENDING THE CITY'S DRAINAGE STANDARDS AND REQUIREMENTS

WHEREAS, Cedar City has adopted Chapter 38 of the ordinance of Cedar City, Utah, and said provisions contain specific draining standards and requirements; and

WHEREAS, the Cedar City Council desires to update and amend Chapter 38, Section 3 On-Site Drainage Control, of the Cedar City Ordinances; and

WHEREAS, this ordinance amendment eliminates language in Chapter 38 Section 3 which regulated retention basin depths and fencing; and

WHEREAS, this ordinance amendment adds language in Chapter 38 Section 3 to require detention basin's to be privately owned; and

WHEREAS, the City Council finds that it is in the best interests of the health, safety, and general welfare of the citizens of Cedar City to amend Chapter 38 Section 3.

NOW THEREFORE BE IT ORDAINED by the City Council of Cedar City, State of Utah that Chapter 38, Section 3 of the ordinance of Cedar City, Utah, is hereby amended to include the below underlined red text and exclude all crossed out text:

CHAPTER 38

DRAINAGE

- 38-1 Storm Drain Utility
- 38-2 Storm Drainage
- 38-3 On-site Drainage Control

38-1 STORM DRAIN UTILITY

- Section 38-1-1 Findings
- Section 38-1-2 Purpose
- Section 38-1-3 Definitions
- Section 38-1-4 Storm Drain Utility
- Section 38-1-5 Storm Drain Utility Fee
- Section 38-1-6 Billing

SECTION 38-1-1 FINDINGS

The City Council makes the following findings regarding storm water runoff and the City's storm drain and flood control systems:

- A. Historically, the City's storm drainage system consisted of a network of ditches that were primarily used for irrigation. Those ditches are no longer allowed to be used or are being removed as improvements are made by installing curb and gutter. By eliminating the use of the ditches there is no way for the storm water to be conveyed.
- B. The City's existing culverts and remaining ditches do not adequately handle the storm water runoff generated in the City.
- C. The City's anticipated growth will place increased demands on the already inadequate storm drainage system.
- D. The City has constructed significant flood control improvements which need adequate maintenance in order to remain effective.
- E. Uncontrolled or inadequately controlled storm and flood waters cause erosion and property damage.
- F. Uncontrolled or inadequately controlled storm and flood waters hinder the City's ability to provide emergency services to its residents.
- G. Uncontrolled or inadequately controlled storm water runoff impedes the regular flow of traffic in the City.
- H. Uncontrolled or inadequately controlled storm and flood waters pose hazards to the citizens of the community.
- I. Storm water runoff carries concentrations of oil, grease, nutrients, chemicals, heavy metals, toxic materials and other undesirable materials that may jeopardize the integrity of ground waters receiving waters including the City's culinary water supply.
- J. All developed properties in the City contribute to the need for the storm drainage system by converting natural ground cover into impervious surfaces.
- K. All developed properties in the City make use of or benefit from the City's operation and maintenance of the storm drain and/or flood control systems.
- L. Inadequate drainage along existing streets due to the lack of adequate storm drain systems cause the street pavement to deteriorate and fail thus increasing street maintenance costs.
- M. Absent effective maintenance, operation, regulation and control of existing storm water drainage and flood control systems in the City constitute a potential hazard

to the health, safety and general welfare of the City, its residents, and its businesses.

- N. A storm drain utility is the most equitable and efficient method of managing storm water and providing flood control in the City and ensuring that each property in the City pays its fair share of the amount that the property contributes to, benefits from, and otherwise uses the storm drain and flood control systems.

SECTION 38-1-2 PURPOSE

The purpose of this ordinance is to protect the health, safety and welfare of the City and its inhabitants by improving and maintaining the City's storm drain and flood control systems, managing and controlling storm water runoff, protecting property, preventing polluted waters from entering the City's water supply and other receiving waters, and establishing a viable and fair method of financing the improvement, operation and maintenance of the storm drain system.

SECTION 38-1-3 DEFINITIONS

The following bolded words and phrases shall be defined as follows:

- A. **Developed Parcel.** Any parcel that has been altered from its natural condition by grading, filling, or the construction of improvements or other impervious surfaces.
- B. **Impervious Surface.** Any hard surface, other than the natural surface, that prevents or retards the absorption of water into the soil, or that causes water to run off the surface in greater quantities or at a greater rate of flow than the natural surface.

SECTION 38-1-4 STORM DRAIN UTILITY.

- A. **Creation.** The City Council hereby creates and establishes a storm drain utility. The storm drain utility shall plan, design, improve, maintain, administer and operate the City's storm drain and flood control systems.
- B. **Enterprise Fund.** The City Council hereby establishes a storm drain utility enterprise fund to handle all income, expenses and other financial transactions related to the storm drain utility. All storm drain utility service charges shall be deposited in the enterprise fund. Money in the storm drain utility enterprise fund shall be restricted to expenses associated with the storm drain utility. However, the storm drain utility may pay other City funds for services and expenses directly attributable to the storm drain utility. The enterprise fund shall be operated according to State law and City Policy.
- C. **Facilities and Assets.** The storm drain utility shall operate independently of City operations funded by the general fund. The storm drain utility shall have the same relationship to the City as other City utilities, such as the Water utility and

the sanitary sewer (waste water) utility. Upon creation of the utility, all of the City's storm drain and flood control facilities and assets (other than streets and other facilities and assets designated by the Public Works Director) shall be transferred to the storm drain utility in consideration for the storm drain utility's agreement to take primary responsibility for planning, designing, improving, maintaining, administering and operating the City's storm drain and flood control systems.

- D. **Operation, Maintenance and Administration.** The storm drain utility shall be operated and maintained under the direction of the City's Street Department Superintendent and administered by the City's Public Works Director.

SECTION 38-1-5 STORM DRAIN UTILITY FEE.

- A. **Imposed.** Each developed parcel of real property in the City shall be charged a storm drain fee.
- B. **ESU.** The fee shall be based on the number of equivalent service units (ESU's) contained in the parcel. The City Council finds that the ESU is the most accurate measurement for determining the amount that each parcel contributes to, benefits from, and otherwise uses the storm drain utility. The definition of an ESU shall be established by resolution of the City Council.
- C. **Calculation.** The City Council will establish a base rate for each ESU. Each parcel shall pay the base rate multiplied by the number of ESU's as defined by resolution of the City Council. The City Council may adopt separate rates for uses that are not easily handled under the standard rate schedule.
- D. **Charge per ESU.** The amount charged for each ESU shall be established by resolution of the City Council.
- E. **Exemptions and Credits.** The City Council may establish exemptions and credits to the storm drain utility fee by resolution.
- F. **Policies.** The Public Works Director may adopt policies, consistent with this ordinance and any resolutions passed by the City Council, to assist in the application, administration and the interpretation of this ordinance and any resolutions related to the storm drain utility.
- G. **Appeals.** Any person or entity that believes that this ordinance, or any storm drain utility rate resolution, was interpreted or applied erroneously may appeal to the Public Works Director ("Director"). The appeal shall be in writing, shall state any facts supporting the appeal, and shall be made within ten (10) days of the decision, action, or bill being appealed. The Director may elect to hold a hearing on the appeal. The Director shall decide the appeal within ten (10) days of when the appeal is filed. If the person or entity is not satisfied with the Director's

decision, a further appeal may be made to the City Manager (or his/her designee). The appeal to the City Manager shall follow the same procedure as the appeal to the Director. The City Manager's decision shall be final.

SECTION 38-1-6 BILLING

(A) The City Council finds that the City's storm drain system, flood control system, sanitary sewer system, culinary water system, and solid waste collection system are interrelated services that are part of a unified City plan to provide for the health, safety and welfare of the City and its residents in an environmentally responsible manner. Therefore, the storm drain utility fee shall be included on the City's regular monthly utility bill for any given property, the storm drain utility fee shall be charged to the owner of the property. The fee shall be deemed a civil debt owed to the City by the person or entity paying for the City utility services provide to the property. All properties shall be charged the fee, regardless of whether or not the owner or occupant of the property requests the storm drain utility service. Failure to pay any portion of the utility bill may result in termination of water service in accordance with the City's Waterworks Ordinance.

(B) If upon examination of the customer's bill staff determines that the customer was likely not receiving a bill for water services staff is authorized to take one of the following actions:

1. If the period of time when the customer was not receiving a bill for this utility service is longer than two (2) years staff shall bill the customer for two (2) years of service at the rates applicable during the two (2) years immediately preceding the bill. Staff is authorized to write off any amount that exceeds the bill for the preceding two (2) years. If the period of time when the customer was not receiving a bill is anything shorter than two (2) years staff shall collect the entire bill.
2. If when the customer is notified they request additional time to pay for up to two (2) years of services for which they have not received a bill, then staff is authorized to offer the customer an agreement whereby the customer shall make monthly payments of the principle. The length of any such agreement shall not exceed two (2) years. During the course of such an agreement the customer shall not be charged interest or penalty on the initial principle amount. Interest may be charged if the customer is late on a payment pursuant to the payment agreement. The Mayor is hereby authorized to sign any such agreement on behalf of the City.
3. If staff can document that the customer has engaged in intentional fraud or deceit in order to avoid paying for utility services received, then staff shall not be allowed to offer the customer the benefit of a two year repayment and shall proceed with all legal collection efforts to collect the entire amount of un-paid bills due to the customer's intentional fraud or deceit.
 - A. A customer may appeal staff's decision that the customer engaged in intentional fraud and/or deceit. The appeal is to the City Manager. A brief written statement must be submitted by the customer. The City

Manager is required to receive staff's input prior to making a decision. The City Manager shall render a decision within ten (10) working days, and notify the customer in writing. In cases where the City Manager does not agree with staff's finding of intentional fraud or deceit, the City Manager's authority is limited to allowing the customer to take advantage of the two (2) year payback provisions contained in this ordinance.

4. Staff shall be able to rely on the City's billing records in order to make a determination if the customer has been receiving a bill for these services and if the bill has been sent to the address requested by the property owner.
5. If the staff is not successful in collecting the bill pursuant to this section, nothing in this section shall be construed to limit, restrict, or prohibit the City from using its other collection remedies contained in the Cedar City Ordinance including, but not limited to discontinuing the customer's water service, or collecting the debt as a civil debt.

Amended by ordinance No. 1214-11

38-2. STORM DRAINAGE

Section 38-2-1 Definitions

Section 38-2-2 Development Improvements

Section 38-2-2a Storm Drains and Channels

Section 38-2-3 Obstruction

Section 38-2-4 Dumping

Section 38-2-5 Damage

Section 38-2-6 Violation and Penalty

SECTION 38-2-1 DEFINITIONS.

For the purpose of this Article, the following terms, phrases, words, and their derivations shall have the meaning given herein.

- A. **Sump** shall mean a formalized structure underground surrounded by drain rock, that acts as a detention basin to allow the slow release of water into the surrounding sub-soil. Sumps usually receive storm water runoff from paved areas such as streets, parking lots, building roofs, etc.
- B. **Detention Basin** shall mean a depression designed with an inlet and outlet that regulates water flow and allows debris to settle out, that is capable of detaining storm and flood water until it can be released without causing damage downstream.
- C. **Storm and Flood Water** is defined as precipitation such as rain, snow, hail, or other natural occurrence.

- D. **Storm Water Runoff** is water that is generated by storm water flows overland.
- E. **Non-Storm Water Runoff** is defined as any runoff other than storm water.
- F. **Storm Drain** shall mean a closed conduit for conducting storm water that has been collected by inlets or collected by other means.
- G. **Drain Inlet** shall mean a point of entry into a sump, detention basin, or storm drain system.
- H. **Catch Basin** is a basin combined with a storm drain inlet to trap solids.
- I. **Debris** shall mean any dirt, rock, sand, tree, or other rubbish, litter, etc.
- J. **Retention Basin** shall mean an engineered stormwater pond that is constructed to capture and retain the design storm on-site and dispose of the water through infiltration and evaporation.

SECTION 38-2-2 DEVELOPMENT IMPROVEMENTS

When property develops by subdividing the property, improving a dedicated street, or obtaining a building permit, the developer shall pay for any storm drains, drain inlets or catch basins that are required for the development. If a master planned storm drain is required to be extended through a development in order to convey off-site storm water runoff, the property developer shall pay for the costs to install a 18-inch diameter storm drain or a storm drain sized to convey the storm water runoff from the developer's development, whichever is greater.

SECTION 38-2-2a STORM DRAINS AND CHANNELS

Except where otherwise provided in these ordinances, the following shall be the exclusive method of extending storm drains in Cedar City, Utah, on dedicated streets where such drainage improvements are not now available and outside of recognized subdivisions.

In the event the property owner requires a storm drain and there is not a storm drain in front of the property, then for whatever extension is necessary to bring the storm drain (18-inch minimum diameter) to the furthest developed property line, said property owner shall sign an agreement with Cedar City providing that he shall be reimbursed for expenses incurred to cover the actual cost of extending said storm drain. After said agreement is executed and construction drawings have been submitted and approved by the City Engineer, then the storm drain can be installed. Thereafter, the installation reimbursement amounts, shall be collected along the specific pipe line thus installed, and be paid by Cedar City Corporation to the individual that paid for the extension until that individual has been completely reimbursed without interest for the money expended for making said extension or for a ten-year period whichever occurs first. In addition to the cost of extension, said property owner shall pay the impact fee required by

ordinance. Other property owners who thereafter connect to the extended line fronting their property shall pay for the impact fees and, for the ten-year period indicated above, the reimbursement amount of one half (1/2) the actual cost of the installation across the front of their property. This method of reimbursement shall also apply to lines extended and paid for by Cedar City.

This ordinance shall not be applicable in subdivisions wherein extensions have already been made at the cost of the developer.

ADOPTED by Cedar City Ordinance No. 0709-14.

SECTION 38-2-3 OBSTRUCTIONS

- A. It is unlawful for any person to obstruct or contribute to the obstruction of the flow of storm water runoff or non-storm water runoff into any sump, detention basin, storm drain, curb and gutter, drain inlet, or other associated structural controls that convey storm water and/or non storm water runoff.
- B. It is unlawful for any person to cause any obstruction that inhibits the normal flow of storm water and/or non-storm water runoff in any curb and gutter, unless the obstruction is associated with a street and/or storm drainage improvement project and is authorized by the Public Works Director or his/her appointee and granted with the issuance of a permit signed by the Public Works Director or his/her appointee.
- C. It is unlawful for any person to cover over any drain inlet for any reason or purpose.
- D. Paragraphs A and B of this section shall not apply during clean-up periods established by the City, provided the materials are placed according to any directions from the City and do not obstruct drain inlets.

SECTION 38-2-4 DUMPING

- A. It is unlawful for any person to dump, or allow to be dumped into any sump, detention basin, storm drain, curb and gutter, drain inlet, or other storm drainage structure that conveys storm or flood water and/or non-storm water, any type of debris, petroleum product, chemical, paint, pesticide, herbicide, heavy metal, acid or base product, solid or liquid waste product, hazardous waste product, and/or human or animal waste.

- B. The restrictions set forth in paragraph A shall not apply to the normal runoff of non-storm water related to the washing of vehicles displayed for sale on Automobile Sales Lots, washing of vehicles for charity or fund raising activities not required to have a business license, or for other domestic home uses; for example, lawn watering, washing cars, etc.

SECTION 38-2-5 DAMAGE

It is unlawful for any person to cause damage to any storm drain or flood control improvement.

SECTION 38-2-6 VIOLATION AND PENALTY

- A. The violation of any of the provisions of the Article shall be a Class B misdemeanor, punishable by a fine not to exceed One Thousand Dollars (\$1,000.00) or a jail term of up to ninety (90) days, or by both such fine and imprisonment. Each day that a violation occurs shall constitute a separate offense.
- B. If, as a result of the violation of any provision of this Chapter, the City or any other party suffers damages and is required to make repairs and/or replace any materials, the cost of repair or replacement shall be borne by the party in violation, in addition to any criminal fines and/or penalties.

38-3 ON-SITE DRAINAGE CONTROL

Section 38-3-1 Ordinance Purpose

Section 38-3-2 Definitions

Section 38-3-3 Drainage Impact Fees

Section 38-3-4 Design and Installation Standards

Section 38-3-5 Improvement Maintenance

Section 38-3-6 Oversized Improvements

Section 38-3-7 Review Criteria

SECTION 38-3-1 PURPOSE OF ORDINANCE

The underlying purpose and intent of this Ordinance is to minimize storm water flooding to the extent possible for frequent storm events. This Ordinance is enacted for the further purpose of protecting human life and property, minimizing flood damage, protecting water quality and minimizing the need for public capital facilities for storm water management.

Additionally, this Ordinance will provide a defined alternative to paying Drainage Impact Fees for commercial and industrial developments.

SECTION 38-3-2 DEFINITIONS

For the purpose of this Ordinance, the following definitions shall apply:

- A. **CFS** Storm water flow rate measured in cubic feet per second.
- B. **Impact-Fee-Assessed Development** Any construction or expansion of a residential building or structure or other building or structure that is not included in the definition of an Impact-Fee-Exempt Development; or any change in the use of land that creates additional demand and need for public facilities.
- C. **Impact-Fee-Exempt Development** Any construction or expansion of a commercial or industrial building where the builder or developer chooses to install required on-site storm water improvements as defined herein.
- D. **Miscellaneous Development** The Subdivision of any land, the construction of roads or bridges, and the filling, grading, clearing, excavation or paving of any site or parcel of land.
- E. **Drainage Improvements** When required, the minimum drainage improvements installed in a development shall be detention basins, detention basin controlled outlet structures, detention basin overflow spillways and drainage systems. Other improvements may be required as determined by the City Engineer. On-site improvements are defined as improvements on private property; off-site improvements are defined as improvements on dedicated public rights-of-way.

SECTION 38-3-3 DRAINAGE IMPACT FEES

Drainage impact fees have been established by the Cedar City Council and adopted in the form of an Ordinance duly approved by said Council. Impact fees shall be paid in the amount and at the time designated in the impact fee Ordinance. The impact fees are used to install capital improvements as defined in the City's drainage capital facilities plan. Under no condition shall it be interpreted that the payment of impact fees is permission to drain storm water onto another private property owner. As an alternative to paying established impact fees, a commercial or industrial development can install on-site improvements as defined by this Ordinance.

SECTION 38-3-4 IMPROVEMENT DESIGN AND INSTALLATION STANDARDS

A. Impact-Fee Assessed Development. Developments assessed drainage impact fees will not be required to install storm water improvements unless the storm water from the development flows to an adjoining private property owner; any development creating such conditions will be required to install necessary improvements to prevent such flows or obtain appropriate drainage easements.

B. Impact-Fee-Exempt Development. Drainage improvements for impact-fee-exempt development, or any other development as defined herein requiring drainage improvements, shall be designed and installed according to the following minimum standards:

1. A comprehensive drainage control plan and report shall be submitted for the development by a licensed Professional Engineer. The drainage study shall provide all necessary data required by this Ordinance and drainage guidelines found in Section 3 of the Engineering Standards.
2. Detention basins shall be sized to detain a 100-year, 24-hour post development rainfall event.
3. Detention basin outlet structures shall be designed to restrict flows to a predevelopment 2-year, 24-hour rainfall event or 0.2 CFS/acre, whichever is less.
4. Detention basins shall be constructed with emergency overflow spillways with a post development 100-year rainfall peak capacity.
5. Storm water drainage systems, including pipes, streets and gutters, must be designed to effectively convey flows to and from the detention basin for all storm events up to and including the 100-year rainfall event.
6. Flows from detention basin outlet structures and emergency overflow spillways shall be conveyed directly to a City designated storm drain system or street right-of-way without impacting other private property. This standard can be waived if a private property owner gives permission to receive the flow through a deeded drainage easement.
7. All required improvements shall be designed and installed according to City Engineering Standards.
8. Retention basins shall be an approved method of Impact-Fee-Exempt development under the following conditions:
 - a) Retention basins shall be sized to retain at a minimum the 100-year, 24-hour post-development rainfall event. Retention basin sizing calculations must be included in a drainage study prepared by a licensed professional engineer in the state of Utah.
 - b) Retention basins shall be designed and constructed according to recommendations from a licensed profession engineer in the state of Utah specializing in geotechnical engineering. The retention basin design recommendations must be included in the soils report for the development.

- c) Retention basins will not be allowed in highly susceptible soil or susceptible soil areas, or in other poor soils areas as recommended by the geotechnical engineer. Refer to the "Relative Hydrocompaction Susceptibility" map.
- d) The side slopes of retention basins shall not be steeper than 3:1 (H:V).
- e) ~~The maximum depth of retention basins shall be three (3) feet plus one (1) foot of freeboard above the emergency overflow and a maximum water depth of three feet below the emergency overflow.~~
- f) ~~Fencing that will prevent entry is required around retention ponds if the maximum water depth below the emergency overflow is greater than 12 inches in depth. Fence minimum height is to be 42 inches.~~
- g) Retention basins with a maximum water depth below the emergency overflow of 12 inches or less can be landscaped and used as open space for the development.
- h) Retention basins shall be designed to drain out completely within 2 days (48 hours) from the end of the storm event. This is to be documented with a certified percolation test of the native sub-grade material and the material to be placed during construction. The percolation rate must be documented in the soils report.
- i) The emergency overflow shall be designed to pass the full 100-year event and convey the overflow to a City designated storm drain system or street right-of-way without impacting other private property.
- j) Underground utilities (i.e., water lines, sewer lines, gas lines, power lines, telecommunication lines, etc.) shall not be allowed through the retention basin or within 5 feet of the pond side-slopes.
- k) All retention ponds must be privately owned, maintained, and operated.

C. Miscellaneous Development. Miscellaneous developments shall install off-site or on-site drainage improvements if required by the City Engineer.

D. Low Impact Development. LID principles reduce the negative impacts associated with urban development by managing storm water as close to the source as possible. It is recommended, but not required, that development shall retain the volume associated with the 80th percentile storm event using LID practices for new and redevelopment projects. Refer to Utah DWQ Guide to Low Impact Development found here: <https://deq.utah.gov/water-quality/low-impact-development>

SECTION 38-3-5 IMPROVEMENT MAINTENANCE

All drainage improvements shall be maintained so as to ensure their design capacities and effectiveness at all times. Drainage improvements installed off-site shall be maintained by the City. Improvements installed on-site shall be maintained by the property owner.

SECTION 38-3-6 OVERSIZED IMPROVEMENTS

Whenever the City requires improvements sized in excess of the requirements for a specific development, the City shall reimburse the developer for the actual cost of the increased size, including materials and installation. This does not include any costs for engineering, interest, or profit. The reimbursement shall be made upon submission of verified invoices by the developer to the City.

SECTION 38-3-7 REVIEW CRITERIA

The City Engineer has the authority to set forth storm water management and drainage criteria so that the intent of the Ordinance is met. All drainage studies and designs for storm water improvement projects shall be reviewed by the City Engineer to ensure compliance with this Ordinance and City Engineering Standards.

SEVERABILITY

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable. If any such section, paragraph, sentence, clause, or phrase shall be declared invalid or unconstitutional by the valid judgment or decree of a Court of competent jurisdiction, such invalidity or unconstitutionality shall not impair or otherwise affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance.

NOW BE IT FURTHER ORDAINED by the City Council of Cedar City, State of Utah that City staff is authorized to make such non-substantive changes to the format and table of contents of Chapter 38 as are reasonably necessary to facilitate this amendment.

This ordinance, Cedar City Ordinance No. _____, shall become effective immediately upon passage and publication as required by State Law.

Council Vote:

Hartley –

Isom -

Phillips -

Melling -

Riddle -

Dated this ____ day of April, 2022

GARTH O. GREEN
MAYOR

[SEAL]

ATTEST:

RENON SAVAGE, RECORDER

MEMO

TO: Mayor, City Council
FROM: Tyler Romeril
DATE: March 30, 2022
SUBJECT: MOU with Holt Farms

Mayor & City Council,

Holt Farms is a limited liability company located in Beryl, Utah, which operates farmland throughout the Escalante Valley. Holt Farms owns various water rights in the Escalante Valley which legally authorizes Holt Farms, as lessee, to divert groundwater for beneficial use.

As the Mayor and City Council are aware, pursuant to the State of Utah's Ground Water Management Plan, Cedar City has an interest in acquiring water from new sources for the purpose of resting the Quichapa aquifer to improve its ability to stabilize. Cedar City has an interest in exploring the possibility of leasing water from Holt Farms for the purpose of resting its wells in the vicinity of Quichapa Lake.

Cedar City owns and operates a Wastewater Treatment Plant that currently produces approximately 1,580,000,000 gallons of Type 2 effluent annually. Holt Farms has an interest in obtaining Cedar City's Type 2 effluent in exchange for the lease of its groundwater.

As negotiated by the Mayor and Holt Farms, the proposed MOU outlines the Parties mutual interest to work together to determine the financial feasibility of transporting Type 2 effluent from the Wastewater Treatment Plant to a location designated by the Holt Farms in exchange for transporting groundwater from Holt Farms to a location designated by Cedar City. Either Party can unilaterally terminate the MOU at its sole discretion.

Currently the City has a lease with Clark Brothers (dated Dec. 18, 1995) that concerns the use of effluent water from the City's Wastewater Treatment Plant. The lease contains language in Article 2-5 that if the lease is not renewed, it automatically reverts to a year-to-year lease. As a result of neither the City or Clark Brothers renewing this lease, the lease is currently considered year to year. Article 13-1 outlines the process to terminate the lease. This section states the City needs to provide written notice to Clark Brothers 30 days prior to the annual payment date of its intent to terminate. The annual payment date per the lease is December 31st. As long as the City provides written notice 30-days prior to December 31st we can legally terminate this lease any year the City wishes to.

Please consider whether to approve the entering of this MOU.

MEMORANDUM OF UNDERSTANDING
among
HOLT FARMS, LLC, ESCALANTE FARMS, LLC,
and
CEDAR CITY CORPORATION

This is a Memorandum of Understanding (MOU) among Holt Farms, LLC, hereinafter referred to as "Holt Farms"; Escalante Farms, LLC, hereinafter referred to as "Escalante Farms"; and Cedar City Corporation, a Utah municipal corporation and political subdivision, hereinafter referred to as "Cedar City". Collectively Holt Farms and Escalante Farms may be referred to as "Farms"; Collectively Holt Farms, Escalante Farms, and Cedar City may be referred to as the "Parties".

WHEREAS, Holt Farms is a limited liability company located in Beryl, Utah, which operates farmland throughout the Escalante Valley; and

WHEREAS, Escalante Farms owns various water rights in the Escalante Valley which legally authorizes Holt Farms, as lessee, to divert groundwater for beneficial use; and

WHEREAS, Cedar City is a municipality located in Iron County, Utah; and

WHEREAS, pursuant to the State of Utah's Ground Water Management Plan, Cedar City has an interest in acquiring water from new sources for the purpose of resting the Quichapa aquifer to improve its ability to stabilize; and

WHEREAS, Cedar City has an interest in leasing water from Escalante Farms for the purpose of resting its wells in the vicinity of Quichapa Lake; and

WHEREAS, Cedar City owns and operates a Wastewater Treatment Plant that currently produces approximately 1,580,000,000 gallons of Type 2 effluent annually; and

WHEREAS, Holt Farms has an interest in obtaining Cedar City's Type 2 effluent in exchange for the lease of certain groundwater; and

WHEREAS, Cedar City has an interest in leasing Escalante Farm's groundwater in exchange for the lease of its Type 2 effluent; and

WHEREAS, the Parties have a mutual interest to work together to determine the financial feasibility of transporting Type 2 effluent from the Wastewater Treatment Plant to a location designated by the Holt Farms in exchange for transporting groundwater from Holt Farms to a location designated by Cedar City.

NOW THEREFORE, in order to accomplish this mutually beneficial goal Farms and Cedar City agree to the terms of this MOU as follows:

I. PURPOSE & SCOPE

The purpose of this MOU is to clearly identify the roles and responsibilities of the Parties as they relate to Cedar City's lease of groundwater from Escalante Farms, and Holt Farms lease of Type 2 effluent from Cedar City, and to have in writing the expectations the Parties will have to the other Parties.

II. FARMS'S RESPONSIBILITIES UNDER THIS MOU

- 1) Farms agrees to act in good faith in negotiating a lease with Cedar City in order to allow Cedar City to use groundwater from Escalante Farms.
- 2) Escalante Farms acknowledges and agrees that the groundwater provided to Cedar City will be for domestic use and therefore must meet quality standards set by Cedar City, the State of Utah, and the Environmental Protection Agency (EPA). Escalante Farms agrees to allow Cedar City the ability to test the proposed groundwater prior to entering a lease to ensure the groundwater quality meets all applicable standards. As such, Cedar City understands that the water provided by Escalante Farms is from underground wells, and that this water may need to be treated for domestic use.
- 3) Holt Farms agrees to accept as compensation for this lease, Type 2 effluent from Cedar City's Wastewater Treatment Plant, which the parties agree for tax purposes is of equal value as the groundwater in paragraph III.2) below.
- 4) Farms agrees that two pipelines will need to be engineered, purchased and installed. One pipeline transporting Type 2 effluent to Holt Farms and one pipeline transporting groundwater to Cedar City.
- 5) Holt Farms acknowledges that Cedar City is currently bound by an existing lease on its Type 2 effluent from the Wastewater Treatment Plant and the timing of entering a new lease will be subject to terminating the existing lease. Cedar City agrees it will not terminate that lease in reliance on this nonbinding MOU.

III. CEDAR CITY'S RESPONSIBILITIES UNDER THIS MOU

- 1) Cedar City agrees to act in good faith in negotiating a lease with Holt Farms in order to allow Holt Farms to use Type 2 effluent from the Wastewater Treatment Plant.
- 2) Cedar City agrees to accept as compensation for this lease, groundwater from Escalante Farms, which the parties agree for tax purposes is of equal value as the Type 2 effluent in paragraph II.3) above.
- 3) Cedar City acknowledges that two pipelines will need to be engineered, purchased and installed. One pipeline transporting Type 2 effluent to Holt Farms and one pipeline transporting groundwater to Cedar City.

**IV. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND
BETWEEN THE PARTIES THAT:**

- 1) The Parties will work together in good faith to put together proposals and applications to obtain State of Utah approval pertaining to all subject matter outlined in this MOU.
- 2) The Parties will act in good faith to ensure the quality of groundwater supplied by Escalante Farms is substantially similar to the quality of groundwater Cedar City currently introduces into its water system.
- 3) Farms will consider cost sharing of engineering, purchasing, and installing infrastructure outlined in this MOU.
- 4) The Parties acknowledge that Holt Farms will receive Type 2 effluent year-round and Cedar City will receive groundwater during specific dates to be worked out in the lease, with possible year-around commercial water
- 5) The Parties acknowledge that Holt Farms will receive twice as much Type 2 effluent per year than Cedar City will receive of groundwater with specific acre feet amounts to be worked out in the lease.
- 6) This MOU may be modified upon mutual written, and duly signed, agreement of the Parties.
- 7) It is understood that this MOU is not binding on any party, and that any Party may unilaterally terminate this MOU at its sole discretion.
- 8) All disputes resulting in legal action shall be governed by the laws of the State of Utah. Jurisdiction shall be vested in the District Courts in and for the State of Utah. Venue is vested in the 5th Judicial District Court in and for Iron County, State of Utah or in any other successor district court of competent jurisdiction.

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V. EFFECTIVE DATE AND SIGNATURE

All provisions of this MOU, including this Section V, are subject to paragraph IV.7) above. This MOU shall be in effect upon the signature of Holt Farms, Escalante Farms, and Cedar City's authorized officials. It shall be in force until termination of the MOU. Holt Farms, Escalante Farms, and Cedar City indicate agreement with this MOU by their signatures.

VI. SIGNATURES AND DATES

Holt Farms, LLC

Cedar City Corporation

Date: _____

Date: _____

(Please sign)

(Please sign)

Robert Holt
Manager

Garth O. Green
Mayor

Escalante Farms, LLC

Date: _____

[SEAL]

ATTEST

(Please sign)

R. Jared Holt
Manager

Renon Savage
City Recorder

**CEDAR CITY
COUNCIL AGENDA ITEM //
STAFF INFORMATION SHEET**

TO: Mayor and Council
FROM: Donald Boudreau
DATE: March 17, 2022
SUBJECT: Consideration of a Vicinity Plan for the Mountainview Industrial Park
Subdivision Phases 1 and 2 located at approximately 2600 West 850 North

Discussion

The subject subdivision vicinity plan has been recommended for approval by the Cedar City Planning Commission. A copy of the Planning Commission's minutes is attached. Also attached is a copy of the subdivision's vicinity plan. As required in the City's subdivision ordinance once the Planning Commission recommends a subdivision vicinity plan for approval, the plan shall then be presented to City Council for your review and approval, or approval subject to alterations, or disapproval.

General Information

Developer-	Bauer Road LLC
Subd. General Location-	2600 West 850 North
Area Land Use/ Zone-	Business and Light Manufacturing/ I&M-1
Number of Lots-	12 Industrial Lots

4. Subd. – Vicinity
Rd. LLC/GO Civil
(Recommendation)

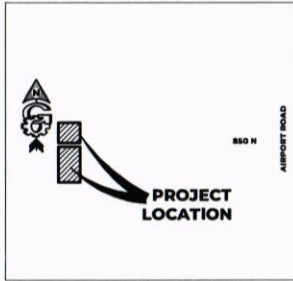
W. 850 N.

Bauer

Mountainview Industrial Park
Phase 1 & 2

Jennie recused herself as she is involved in this project. **Dallas:** This is on 850 N. It's zoned I&M 1. Number of parcels done when IFA came through improvements just doing a vicinity plan. There are 4 lots on the north side (Phase 1) and the south side is 8 lots (Phase 2).

Craig motions for positive recommendation; Ray seconds; all in favor for unanimous vote.

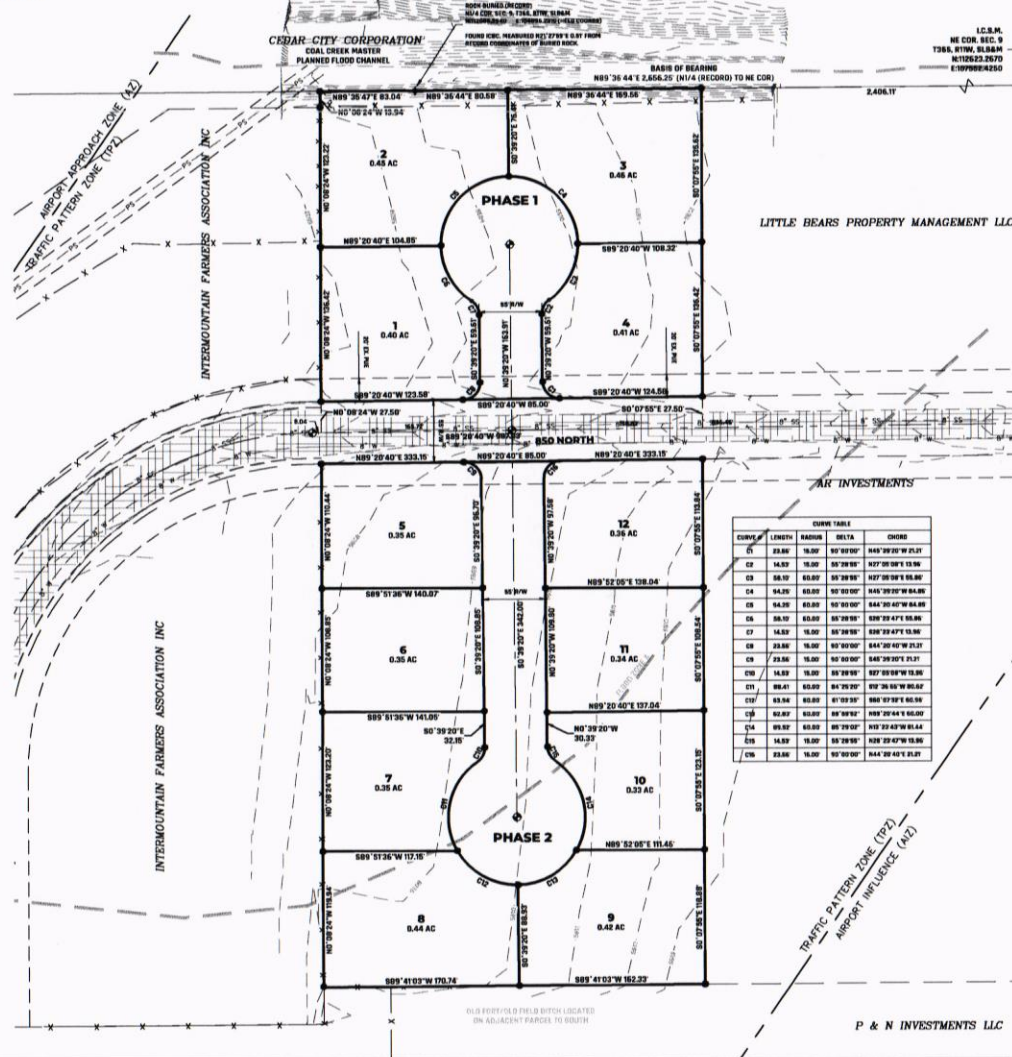


VICINITY MAP
KIA



VICINITY PLAN FOR MOUNTAIN VIEW INDUSTRIAL PARK SUBDIVISION - PHASES 1 & 2

LOCATED IN SECTION 9, T36S, R11W, SLB&M, CEDAR CITY, UTAH



LEGEND	
	SECTIONAL MARKER AS NOTED
	PROPOSED PROPERTY CORNER
	EXISTING CONTOUR Y INTERVAL
	EXISTING SEWER LINE (W/SEE DRAWING)
	EXISTING WATER LINE (W/SEE DRAWING)
	EXISTING FIRE HYDRANT
	EXISTING WATER VALVE
	EXISTING ASPHALT
	EXISTING POWER POLE
	EXISTING OVERHEAD POWER LINE
	EXISTING SEWER MANHOLE
	EXISTING WATER METER
	EXISTING FENCE
	EXISTING STREET LIGHT

PHASE 1 SUBDIVISION BOUNDARY (2.09 AC)

BEGINNING AT A POINT N89°30'44"E, 250.14 FEET ALONG THE SECTION LINE FROM THE N1/4 CORNER OF SECTION 9, T36S, R11W, SLB&M, THENCE S89°07'50"E, 272.04 FEET; THENCE S89°20'40"W, 333.16 FEET; THENCE N89°08'24"W, 273.57 FEET; THENCE ALONG THE SECTION LINE N89°30'44"E, 250.14 FEET TO THE N1/4 CORNER OF SAID SECTION 9; THENCE ALONG THE SECTION LINE N89°30'44"E, 250.14 FEET TO THE POINT OF BEGINNING.

PHASE 2 SUBDIVISION BOUNDARY (3.54 AC)

BEGINNING AT A POINT S89°30'47"W, 83.24 FEET ALONG THE SECTION LINE AND S89°08'24"E, 328.57 FEET FROM THE N1/4 CORNER OF SECTION 9, T36S, R11W, SLB&M, THENCE N89°20'40"E, 333.16 FEET; THENCE S89°07'50"E, 273.57 FEET; THENCE S89°41'03"W, 353.87 FEET; THENCE N89°08'24"W, 462.44 FEET TO THE POINT OF BEGINNING.

NOTES:

- PROPERTY IS LOCATED IN FLOOD ZONE A, AREA OF 100 YEAR FLOOD, BASE FLOOD ELEVATIONS NOT ESTABLISHED. FLOOD INSURANCE RATE MAP, CEDAR CITY, IRON COUNTY, UTAH COMMUNITY PANEL NO. 480229-0708, EFFECTIVE DATE: JULY 17, 1986, ALSO REFERRING THE CEDAR CITY FLOOD MAP.
- THIS SUBDIVISION IS CURRENTLY ZONED INDUSTRIAL AND MANUFACTURING (I/M-1) AND IS SUBJECT TO APPLICABLE ZONING REQUIREMENTS AND SETBACKS.
- THIS PROJECT FALLS WITHIN THE TRAFFIC PATTERN ZONE (TPZ).
- THIS PROJECT IS WITHIN THE "SN" AREA OF THE CEDAR CITY HYDROCOMPACTION SOIL MAP, WHICH IS CLASSIFIED AT SOILS NOT NORMALLY SUBJECT TO HYDROCOMPACTION PROBLEMS.
- THE WATER PRESSURE IN THE AREA IS APPROXIMATELY 160 PSI PER CEDAR CITY ENGINEERING DEPT.
- BEFORE FINAL PLAT APPROVAL SUB-DIVIDERS AND DEVELOPERS OF PLATTED SUBDIVISIONS AND RESIDENTIAL PLOTS ARE REQUIRED TO CONVEY WATER RIGHTS TO THE CITY ACCORDING TO THE CITY'S WATER ACQUISITION ORDINANCE.

SOILS NOTE

DUE TO CONDITIONS EXISTING IN CEDAR CITY, UTAH, WHICH OCCASIONALLY CAUSE SOIL SUBSIDENCE PROBLEMS RELATING TO DAMAGE TO STRUCTURES ERECTED THEREON, THE CITY COUNCIL OF CEDAR CITY REQUIRES PROPOSED SUBDIVISIONS TO CONDUCT TESTING OF THE SOIL CONDITIONS EXISTING IN SAID SUBDIVISIONS.

PLANNING COMMISSION APPROVAL

I, MARY PEARSON, CHAIRPERSON OF THE CEDAR CITY PLANNING COMMISSION, DO HEREBY CERTIFY THAT THIS VICINITY PLAN HAS BEEN RECOMMENDED TO THE CITY COUNCIL, BY SAID COMMISSION ON THIS ____ DAY OF ____.

MARY PEARSON - CHAIRPERSON

CITY ENGINEER'S APPROVAL

I, JONATHAN STATHIS, CITY ENGINEER, DO HEREBY CERTIFY THAT THIS VICINITY PLAN WAS EXAMINED AND ACCEPTED BY ME THIS ____ DAY OF ____.

JONATHAN STATHIS - CEDAR CITY ENGINEER

CERTIFICATE OF ACCEPTANCE

I, GARTH GREEN, MAYOR OF CEDAR CITY CORPORATION, DO HEREBY CERTIFY THAT THIS VICINITY PLAN HAS BEEN APPROVED BY THE CITY COUNCIL, ON THIS ____ DAY OF ____.

GARTH GREEN - MAYOR RENON SAVAGE - CITY RECORDER

P & N INVESTMENTS LLC

GO CIVIL
ENGINEERING

VICINITY PLAN
FOR
MOUNTAIN VIEW INDUSTRIAL PARK SUBDIVISION
PHASES 1 & 2
LOCATED IN SEC. 9, T36S, R11W, SLB&M, CEDAR CITY, UT

DATE	11/17/2024
BY	J. STATHIS
REVISIONS	
NO.	DESCRIPTION
1	11/17/2024

CHECKED

SCALE: 1" = 50'

DATE: 11/17/24

DRAWN: J. STATHIS

SHEET: 1 OF 1

CEDAR CITY COUNCIL
AGENDA ITEMS - 12
DECISION PAPER

TO: Mayor and City Council

FROM: Tyler Romeril

DATE: March 30, 2022

SUBJECT: 4-B Ranch Subdivision Phase 3 - Final Plat Approval.

DISCUSSION:

The 4-B Ranch Subdivision Phase 3 development is located in the vicinity of 4450 West 1525 South. The Planning Commission gave this project a positive recommendation to move forward to the City Council for final plat approval. Since that date, the City has received the title report, bond agreement, and all fees have been paid. The City has yet to receive the bond but I anticipate receiving that prior to the action meeting. Per UCA 10-9a-604.5, the Developer is requesting final plat approval subject to the City receiving the bond. The Developer is aware that the final plat will not be recorded until the bond and bond agreement are in place.

Please consider approval of the final plat for the 4-B Ranch Subdivision Phase 3.

LOCATED IN THE NW1/4 OF SECTION 30, T36S, R11W, SLB&M, CEDAR CITY, UTAH

DT ADDRESS

03/08/2022

I, BRADLEY K. RHODES, PROFESSIONAL UTAH LAND SURVEYOR NO. 268645, HOLD A LICENCE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT. HEREBY CERTIFY THAT THIS MAP REPRESENTS A SURVEY MADE UNDER MY DIRECTION OF "40 RANCH, PHASE 3", A RESIDENTIAL SUBDIVISION LOCATED IN CEDAR CITY, UTAH. MONUMENTS WILL BE PLACED AS REPRESENTED ON THIS PLAT. THE LEGAL DESCRIPTION AND PLAT ARE TRUE AND CORRECT.

BRADLEY N. HODGES, P.L.S. NO. 788641



(29.53 AC)

[illegible]

WE, THE HEREIN NAMED PUBLIC UTILITY COMPANIES, APPROVE THE GRANT OF THE DESIGNATED EASEMENTS SHOWN ON THIS SUBDIVISION PLAT, SUBJECT TO THE HEREIN UTILITIES NOTE.

CENTURY LINK DATE _____

TOD _____ DATE _____

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS(S) OF THE LAND DESCRIBED HEREON, HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS, STREETS, AND EASEMENTS TO BE KNOWN HEREAFTER AS "4th RANCH SUBDIVISION, PHASE 2", DO HEREBY DEDICATE AND CONVEY TO THE PERPETUAL USE OF THE PUBLIC ALL STREETS AND EASEMENTS AS INTENDED FOR PUBLIC USE.

(IN WITNESS WHEREOF)
WE HAVE SET OUR HANDS THIS _____ DAY OF _____ A.D. 70 _____

ALEX BRUNNER - MANAGING MEMBER

STATE OF UTAH) S.S.
(COUNTY OF IRON)

ON THIS THE _____ DAY OF _____, 20____, PERSONALLY APPEARED
BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, _____, THE
SIGNER OF THE OWNER'S DECLARATION, IN AND FOR THE COUNTY OF IRON, IN THE
STATE OF UTAH, WHO DULY ACKNOWLEDGED TO ME THAT HE EXECUTED SAID
DECLARATION FOR THE PURPOSES STATED THEREIN.

FULL NAME SIGNATURE: _____
 FULL NAME PRINT: _____
 COMMISSION No. _____
 EXPIRATION DATE: _____

UTILITY COMPANIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY RIGHT-OF-WAY, INCLUDING THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE ANY PIPES OR CABLES IN PERFORMING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTION INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED IN THE P.U.E. THE UTILITY COMPANY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE P.U.E. AT THE LOT OWNER'S EXPENSE. ON THE UTILITY COMPANY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNER'S EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE P.U.E. OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE P.U.E. WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITY COMPANY WITH FACILITIES IN P.U.E.

ROCKY MOUNTAIN POWER APPROVES THIS PLAT SOLELY FOR THE PURPOSES OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THE PROPERTY. THEREFORE, THIS APPROVAL DOES NOT CONSTITUTE ASSURANCE OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR AGREEMENT TO ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNER'S DECLARATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR DEGREE OF ELECTRIC UTILITY SERVICE.

THE UNITED STATES POSTAL SERVICE HEREBY APPROVES THE
LOCATIONS SHOWN FOR NEIGHBORHOOD DELIVERY AND
COLLECTION BOX UNITS (N.D.C.B.U.).

FOOTMASTER _____ DATE _____

I, JONATHAN STATIS, CITY ENGINEER, DO HEREBY CERTIFY THAT THIS FINAL PLAN WAS EXAMINED AND ACCEPTED BY ME THIS THE _____ DAY OF _____, 20____.

JONATHAN STATHIS - CITY ENGINEER

I, TYLER ROMERL, CITY ATTORNEY FOR CEDAR CITY CORPORATION, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS FINAL PLAT AND THAT SAID PLAT MEETS THE REQUIREMENTS OF CEDAR CITY CORPORATION PURSUANT TO ITS ORDINANCES AND IS HEREBY RECOMMENDED FOR APPROVAL ON THIS THE ____ DAY OF ____.

I, MARY PEARSON, CHAIRPERSON OF THE CEDAR CITY PLANNING COMMISSION, DO HEREBY CERTIFY THAT THIS FINAL PLAT WAS APPROVED BY SAID COMMISSION.

MARY PEARSON - CHAIRPERSON

DATE

MARY PEARSON - CHAIRPERSON DATE

I, GARTH GREEN, MAYOR OF CEDAR CITY CORPORATION, DO HEREBY CERTIFY THAT THIS FINAL PLAT HAS BEEN APPROVED BY THE CITY COUNCIL, AND IS HEREBY ORDERED FILED FOR RECORD IN THE OFFICE OF

THE IRON COUNTY RECORDER ON THIS THE _____ DAY OF _____, 20____,

ATTEST: _____

ATTEST: _____

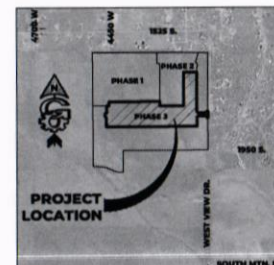
I, CARRI JEFFRIES, COUNTY RECORDER OF IRON COUNTY, DO HEREBY CERTIFY THAT THIS FINAL PLAT WAS FILED FOR RECORD IN MY OFFICE ON THIS THE _____ DAY OF _____, 20__.

BOOK _____ PAGE _____
COUNTY RECORDER - CARRI JEFFRIES

COUNTY RECORDER - CARRI JEFFRIES

ENTRY NO. _____ FEE _____

RECORDED AT THE REQUEST OF _____



VICINITY MAP

1. THIS PROJECT IS ZONED RE (RESIDENTIAL, ESTATES).

2. THIS SUBDIVISION BOUNDARY FALLS WITHIN FLOOD ZONE C AS SHOWN ON THE 1984 FLOOD CHART, WITH EFFECTIVE DATE 01/01/1986.

3. PER CEBA CITY AIRPORT OVERLAY MAP DATED 05/29/89, THIS PARCEL DOES NOT FALL WITHIN THE AIRPORT INFLUENCE ZONE (AIZ).

4. P.U.L. WILL BE 10' AROUND FRONTAGE AND 7.5' AROUND THE SUBDIVISION BOUNDARY AND REAR LOTS LINES ON AS SHOWN ON THIS PLAN.

5. BUILDING SETBACK WILL BE 5' FRONT, 30' REAR, 10' SIDE WITH TOTAL SETBACK OF 40'.

6. LOTS ADJACENT TO BEAVER LANE WILL HAVE LESS THAN 10' FLOOD LINE GROUND COVER BECAUSE OF SEVERE RESTRICTIONS.

7. BASIS OF BEARING IS 88° 47' 42". 5884.9' FROM THE NW CORNER TO THE N414 CORNER OF SECTION 30, T49N, 18W. SLABAN ESTABLISHED BY THE CEBA COUNTY PLAT.

8. WATER RIGHTS TO BE PROVIDED BY CENTRAL URBAN COUNTY WATER CONSERVANCY DISTRICT AND DISTRIBUTED BY CEBA CITY CORPORATION PER THE BULK WATER AGREEMENT THAT WAS DONE AS PART OF THIS PROJECT.

9. THIS SUBDIVISION FALLS WITHIN THE BOUNDARIES OF THE WILLAMETTE URBAN GROWTH AREA. THERE MUST BE A 10' SETBACK FROM THE ADJACENT CITY LOT HAS ADOPTED. ALL OTHER FUTURE AREAS ARE DESIGNATED TO CEBA CITY STANDARD AND ARE SPACED 80 FEET BETWEEN 800 FEET APART.

10. LOTS 18-19-20-21 SHALL EITHER HAVE ENDSITE TURN AROUND AREA OR TURN AROUND DRIVE. CURB AND GUTTER SHALL BE 10' WIDE. ADJACENT PARCELS NOT BE 10' CLOSER THAN 10' FEET SEPARATION. IN NO CASE SHALL SIDEWAYS BE ALLOWED INTO THE 70-FOOT ROAD (SEE THE PRELIM CITY CODE).

11. DUE TO SUBORDINANCE EXISTING IN CEBA CITY, UTAH WHICH OCCASIONALLY CAUSE SURVEILLANCE PROBLEMS RESULTING IN INAPPROPRIATE EJECTA ACTIONS, THE CEBA CITY PLAT OF ADJACENCY REQUIRED THE DEVELOPER OF AS RANCH TO CONDUCT TESTING OF THE SUBDIVISION TO DETERMINE ANYTHING THAT MAY BE THE FOUNDATION OF TESTING, ALONG WITH RECOMMENDATIONS BASED ON THE SAMPLE, HAS BEEN FILED WITH THE RECORDING OFFICE OF CEBA CITY, UTAH.

12. LITTLE BELONG, AND WITH THE CITY ENGINEER OF CEBA CITY, UTAH. COPIES OF THIS REPORT MAY BE INSPECTED AT BOTH LOCATIONS BY THE CEBA COUNTY PLAT AND CITY ENGINEER OF CEBA CITY, UTAH. ADJACENT LOCATED WITHIN RANCH, SUBDIVISION. 68 RANCH L.L. FILED AT CEBA COUNTY.

CURVE	CURVE TABLE			
	LEADING	RADIUS	DELTA	CHORD
C1	42.31	30.00	90° 39' 38"	545° 10' 21" 42.4"
C2	54.67	30.00	89° 50' 32"	544° 30' 21" 48.1"
C3	56.08	30.00	90° 10' 30"	545° 23' 39" 45.9"
C4	47.64	30.00	89° 50' 22"	544° 10' 30" 42.4"
C5	42.31	30.00	90° 39' 38"	545° 10' 39" 42.4"
C6	42.31	30.00	90° 39' 38"	545° 10' 39" 42.4"
C7	42.31	30.00	90° 39' 38"	545° 10' 39" 42.4"
C8	42.31	30.00	90° 39' 38"	545° 10' 39" 42.4"
C9	42.31	30.00	90° 39' 38"	545° 10' 39" 42.4"
C10	42.31	30.00	90° 39' 38"	545° 10' 39" 42.4"
C11	42.31	30.00	90° 39' 38"	545° 10' 39" 42.4"
C12	42.31	30.00	90° 39' 38"	545° 10' 39" 42.4"

LINE TABLE			LINE TABLE		
LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIREC
L1	13.00	N05°04'40"E	L6	141.00	N0°10'
L2	148.00	S0°08'00"E	L7	48.00	N00°0'
L3	17.00	N05°04'00"W	L8	94.43	S0°00'
L4	75.00	N0°14'51"W	L9	62.95	N00°45'
L5	10.67	N00°45'00"E	L10	20.00	S0°00'

[illegible]

GO CIVIL
ENGINEERING

590 N. 800 W. CEDAR CITY, UT 84721
814.351.5100-9592 WWW.GOCIVIL.NET

**FINAL PLAT
B B RANCH SUBDIVISION, PHASE 3
FOR
4B RANCH, LLC**

REVIEW ONLY

CHECKED:	
SCALE: 1" = 100'	DRAWN: MP
DATE:	SHEET:

CEDAR CITY COUNCIL
AGENDA ITEMS - 13
DECISION PAPER

TO: Mayor and City Council
FROM: Tyler Romeril
DATE: March 30, 2022
SUBJECT: Cedar Reserve PUD Unit C Townhomes - Final Plat Approval.

DISCUSSION:

The Cedar Reserve PUD Unit C Townhomes development is located in the vicinity of 1600 North Lund Highway. The Planning Commission gave this project a positive recommendation to move forward to the City Council for final plat approval. Since that date, the City has received the title report, bond, bond agreement, and most fees have been paid.

One item that the City Council will need to decide is whether the Developer should pay the pre-plat penalty fee of \$15,000.00. City Staff assessed the penalty per City Ordinance 32-9(1)(M)(1), which states:

No improvement construction shall begin in a platted subdivision, detailed minor lot subdivision or residential PUD, including clearing and grubbing, before the Final Plat is approved by the City. After the proposed project has been presented to the City's Staff Sketch Review Committee, the subdivider or developer may apply for a Grading Permit. An approved Grading Permit will allow the subdivider or developer to do clearing, grubbing, and rough grading work prior to Final Plat approval. Rough grading is defined as site work that involves the following:

- a. Excavations and fills that are less than 5 feet in height;
- b. Excavation, fill, or grading whose combined volume is less than 1,000 cubic yards;
- c. Grading work that results in vertical elevations +/- 1 foot of finished grades for the project; and
- d. Ensuring proper dust control, drainage, and erosion control measures are in place.

Any work done in excess of clearing, grubbing, and rough grading (i.e., utility installation, subgrade preparation, curb & gutter, asphalt, etc.) will cause the subdivider or developer to be assessed a pre-plat construction fee as set forth in the City's Fee Schedule. Also, if any clearing, grubbing, or rough grading work is done prior to Final Plat approval without an approved Grading Permit, then the subdivider or developer will be assessed a pre-plat construction fee as set forth in

the City's Fee Schedule. If applicable, the pre-plat construction fee will be collected before Final Plat approval by the City Council.

The Developer began the grading of this development without applying for or receiving an approved grading permit. For this reason the penalty was assessed. See the attached letter from Platt & Platt requesting the penalty fee waiver.

Please consider approval of the final plat for the Cedar Reserve PUD Unit C Townhomes.

PLATT & PLATT, INC.
CONSULTING ENGINEERS & SURVEYORS
195 North 100 East, P.O. Box 398
CEDAR CITY, UTAH 84721-0398
Telephone (435)586-6151
Fax (435)586-8567

ROBERT B. PLATT, P.E. & P.L.S.
DAVID M. CLARKE, P.L.S.
MICHAEL R. PLATT, M.S., P.E.

March 28, 2022

Jonathan Stathis
Cedar City Engineer
10 N. Main Street
Cedar City, UT 84720

RE: Grading permit for Cedar Reserve, Unit C

Dear Jonathan,

Per your email dated March 26, 2022, we are requesting a grading permit and a waiver of the pre-plat penalty fee for beginning construction early. Technically, we have not begun construction early. Some grading was necessary during the initial phases of the project, and it was completed at that time. No grading has taken place since.

It was necessary to install sewer and storm drain through this phase of the project during our initial phases. Because of the tight area of this phase, the contractor chose to complete all of the mass grading for the whole project during the first phases. This was all done consistent with the approved construction and grading plans which were prepared for the whole project.

Please consider this our application for a grading permit prior to final plat approval.

Sincerely,



David M. Clarke, PLS

FINAL PLAT OF TRAILSIDE TOWNHOMES P.U.D. PHASE 2 WITHIN THE NW 1/4 OF SECTION 23, T. 36 S., R. 11 W., SLB&M CEDAR CITY, IRON COUNTY, UTAH

03/16/2022

APPROVED

Parcel Line Table			
Line #	Length	Direction	
L1	7.50	S0°45'26"E	
L2	10.00	N0°45'37"W	
L3	10.00	N0°45'37"W	
L4	7.50	S0°45'26"E	



PLATT, INC.
CONSULTING
CIVIL ENGINEERS
&
LAND SURVEYORS
195 N. 100 E.
CEDAR CITY, UT 84720
TEL: (435) 586-6151
FAX: (435) 586-8567
EMAIL:
PLATT@INFOWEST.COM



DATE	BY	DATE	BY

**FINAL PLAT OF
TRAILSIDE TOWNHOMES P.U.D. PHASE 2
WITHIN THE NW 1/4 OF SECTION 23, T. 36 S., R. 11 W., SLB&M
CEDAR CITY, IRON COUNTY, UTAH**

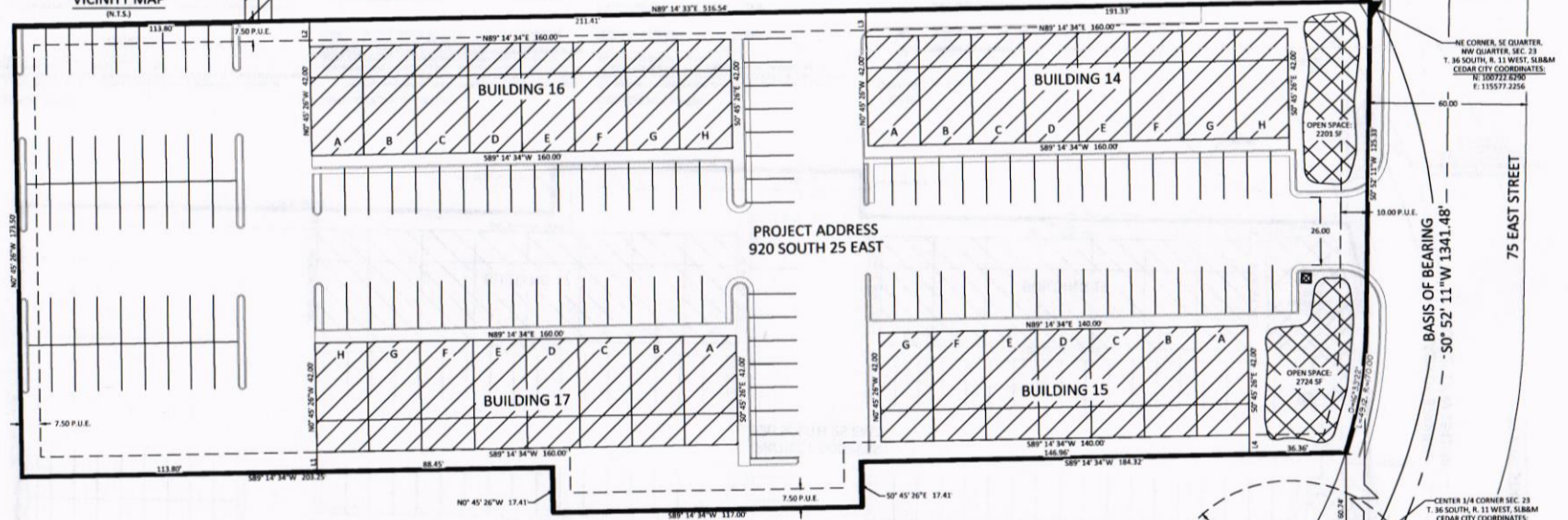


DESIGNED BY:
C. J. JEFFRIES
CHECKED BY:
R. B. PLATT
DATE: May 14, 2022
SCALE: 1" = 20'

VICINITY MAP
(N.T.S.)

PROPOSED 10-FOOT DRAINAGE
EASEMENT
SEE SHEET 3

POB



SURVEYOR'S CERTIFICATE

I, ROBERT B. PLATT, PROFESSIONAL UTAH LAND SURVEYOR NUMBER 164859, HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT AND HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED HEREIN IN ACCORDANCE WITH SECTION 17-23-17 AND HEREBY CERTIFY THAT ALL MEASUREMENTS AND DESCRIPTIONS ARE CORRECT. MONUMENTS WILL BE SET AS REPRESENTED ON THIS PLAT. I FURTHER CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS TRAILSIDE PLANNED UNIT DEVELOPMENT PHASE 2, THE BOUNDARY OF WHICH IS DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION

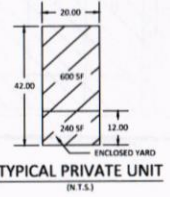
BEGINNING AT THE NORTHEAST CORNER OF THE SE 1/4 NW 1/4 OF SECTION 23, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SUBMERG. THENCE S 0°52'11" W. ALONG THE 1/4 SECTION LINE 125.38 FEET, THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 1370.00 FEET A DISTANCE OF 48.12 FEET (THE CHORD OF SAID CURVE BEARS S 0°08'52" W. 48.50 FEET), THENCE S 89°14'34" W. 184.33 FEET, THENCE S 0°45'26" E. 17.41 FEET, THENCE S 89°14'34" W. 117.00 FEET, THENCE N 0°45'26" W. 17.41 FEET, THENCE S 89°14'34" W. 203.25 FEET, THENCE N 0°45'26" W. 17.41 FEET TO THE NORTH LINE OF SAID SE 1/4 NW 1/4, THENCE N 89°14'34" E. 184.33 FEET ALONG THE 1/4 LINE TO THE POINT OF BEGINNING. CONTAINS 2.09 ACRES OF LAND.

DATE: _____ ROBERT B. PLATT PLS #164859

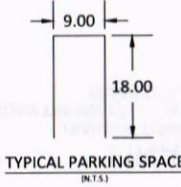


AREA USE TABULATION			
CATEGORY	UNIT	FIDDLERS	
PRIVATE	ACRE/(N)	0.60/28.7%	
COMMON	ACRE/(N)	1.45/71.3%	
CITY	ACRE/(N)	0/0%	
TOTAL	ACRE/(N)	2.09/100%	
GREEN SPACE	(N)	5.85%	
REQUIRED OPEN SPACE	S.F.	2731	(0.03 X TOTAL AREA)
ALLOWABLE DWELLING UNITS**	S.F.	4925	
TOTAL DWELLING UNITS	EACH	50	
BEDROOMS PER UNIT	EACH	31	
BEDROOMS	TOTAL	93	
REQUIRED PARKING SPACES BEDROOM***	SPACES	121	
REQUIRED PARKING SPACES GUEST***	SPACES	6	
TOTAL PARKING SPACES	SPACES	129	

* BASED OFF 3% OF TOTAL PROJECT AREA
** BASED OFF 24 UNITS PER ACRE
*** BASED OFF 1.3 PER BEDROOM, AND 0.2 GUEST PARKING PER UNIT



TYPICAL PRIVATE UNIT
(N.T.S.)



TYPICAL PARKING SPACE
(N.T.S.)

NOTES:

- PROJECT IS ADDRESSED THE SAME AS TRAILSIDE P.U.D. PHASE 1. THIS ADDRESS BEING 920 SOUTH 25 EAST.
- THE PROPERTY IS ZONED R-3.5.
- PROJECT AREA, 2.09 ACRES AND IS IN COMPLIANCE WITH SAID ZONE.
- THE BASIS OF BEARING, COORDINATES, AND ELEVATIONS FOR THIS PROJECT ARE PER THE CEDAR CITY ENGINEER'S GPS BASE STATION AND CALIBRATIONS.
- GEOTECHNICAL REPORT WAS PERFORMED BY GEM ENGINEERING, PROJECT NUMBER RGL297 ON DECEMBER 6, 2013.
- THE PROPERTY IS LOCATED IN FLOOD ZONE C, AREA OF MINIMAL FLOODING BASED ON THE FEMA FLOOD INSURANCE RATE MAP, IRON COUNTY, UTAH (UNINCORPORATED AREAS) COMMUNITY PANEL NUMBER 490074, EFFECTIVE DATE: OCTOBER 16, 1984.
- SOILS IN THIS AREA CLASSIFY AS HIGHLY SUSCEPTIBLE SOILS PER CEDAR CITY HYDROCOMPACTIVE MAP.
- WATER PRESSURE IN THE PROXIMITY OF THIS PROJECT IS APPROXIMATELY 30 PSI.
- TOTAL NUMBER OF TOWN HOMES IS 51.
- THE PUD IS LOCATED WITHIN THE WILDLAND URBAN INTERFACE (WUI) ZONE.
- THE PUD IS LOCATED OUTSIDE THE AIRPORT INFLUENCE ZONE.
- ALL PUD COMMON AREAS ARE PUBLIC UTILITY EASEMENTS.
- TYPICAL UNITS ARE 2 STORIES TALL.
- OPEN SPACE CALCULATIONS:
14.1. REQUIRED 3% 2.09 ACRES = 2731 S.F.
14.2. TOTAL = 4925 S.F.
- H.O.D. RESPONSIBLE FOR TRASH PICK-UP.
- CC&P'S WERE RECORDED WITH TRAILSIDE TOWNHOMES P.U.D. PHASE 1. BOOK: 01051 PAGE: 01454-01475

LEGEND

- (2591) W ADDRESS
DENOTES NOCUR BOX
2 DENOTES LOT NUMBER
DENOTES CLASS 2 STREET MONUMENT TO BE SET
DENOTES PROPERTY CORNER TO BE SET - 5/8" REBAR WITH YELLOW PVC CAP STAMPED PLATT & PLATT INC. 15 164609
COMMON AREA
PRIVATE
OPEN SPACE

CERTIFICATE OF RECORDING

I, CARRI JEFFRIES, COUNTY RECORDER OF IRON COUNTY, UTAH, DO HEREBY CERTIFY THAT THIS FINAL PLAT OF TRAILSIDE TOWNHOMES P.U.D. PHASE 2 WAS FILED FOR RECORD IN MY OFFICE ON THIS THE _____ DAY OF _____, 2022.

CARRI JEFFRIES
IRON COUNTY RECORDER
BOOK: _____ PAGE: _____
ENTRY NO.: _____ FEE: _____
RECORDED AT THE REQUEST OF: _____



DATE	DESCRIPTION
04/14/2022	FINAL PLAT
04/14/2022	FINAL PLAT
04/14/2022	FINAL PLAT
04/14/2022	FINAL PLAT
04/14/2022	FINAL PLAT

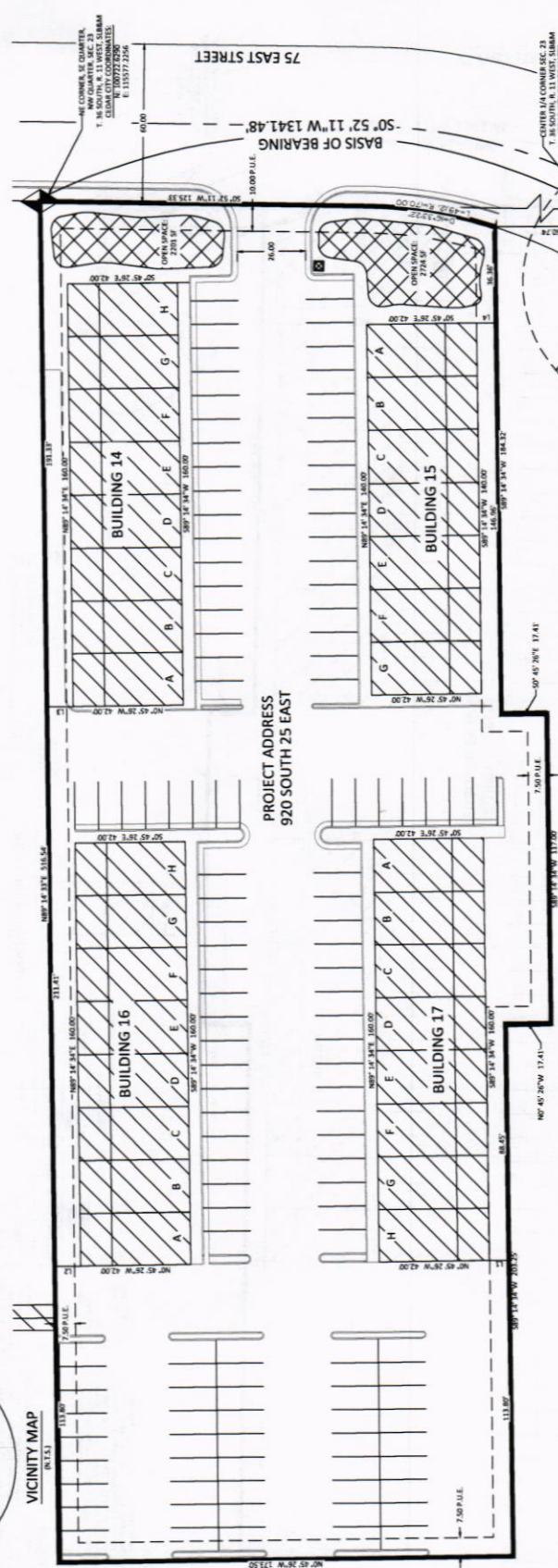
FINAL PLAT OF
TRAILSIDE TOWNHOMES P.U.D. PHASE 2
WITHIN THE NW 1/4 OF SECTION 23, T. 36 S., R. 11 W., SLB&M
CEDAR CITY, IRON COUNTY, UTAH



FINAL PLAT OF
TRAILSIDE TOWNHOMES P.U.D. PHASE 2
WITHIN THE NW 1/4 OF SECTION 23, T. 36 S., R. 11 W., SLB&M
CEDAR CITY, IRON COUNTY, UTAH

Parcel Line Table

Line #	Length	Direction
1	7.50	S 67° 45' 28" E
2	10.00	N 67° 45' 27" W
3	10.00	N 67° 45' 27" W
4	7.50	S 67° 45' 28" E



CITY ENGINEER'S APPROVAL
I, DONALD STANTON, CITY ENGINEER FOR CEDAR CITY CORPORATION, DO HEREBY
CERTIFY THAT I HAVE EXAMINED THIS FINAL PLAT OF TRAILSIDE TOWNHOMES P.U.D. PHASE 2 AND THAT
IT COMES WITHIN THE POWER AND DUTY OF MY OFFICE TO DO SO, AND I AM NOT AWARE OF ANY
OBJECTIONS TO THE SAME, AND I AM HEREBY RECOMMENDING FOR APPROVAL THIS _____ DAY OF _____, 2022.

CITY ATTORNEY'S APPROVAL
I, TERRY BOATRIGHT, CITY ATTORNEY FOR CEDAR CITY CORPORATION, DO HEREBY CERTIFY
THAT I HAVE EXAMINED THIS FINAL PLAT OF TRAILSIDE TOWNHOMES P.U.D. PHASE 2 AND THAT
IT COMES WITHIN THE POWER AND DUTY OF MY OFFICE TO DO SO, AND I AM NOT AWARE OF ANY
OBJECTIONS TO THE SAME, AND I AM HEREBY RECOMMENDING FOR APPROVAL THIS _____ DAY OF _____, 2022.

PLANNING COMMISSION APPROVAL
I, MARY PARSON, CHAIRPERSON OF THE CEDAR CITY PLANNING COMMISSION, DO HEREBY
CERTIFY THAT I HAVE EXAMINED THIS FINAL PLAT OF TRAILSIDE TOWNHOMES P.U.D. PHASE 2 AND
IT COMES WITHIN THE POWER AND DUTY OF MY OFFICE TO DO SO, AND I AM NOT AWARE OF ANY
OBJECTIONS TO THE SAME, AND I AM HEREBY RECOMMENDING FOR APPROVAL THIS _____ DAY OF _____, 2022.

CERTIFICATE OF ACCEPTANCE
I, KAYLOR RAYMOND SARGENT, CITY RECORDER FOR IRON COUNTY, UTAH, DO
HEREBY CERTIFY THAT THE FINAL PLAT OF TRAILSIDE TOWNHOMES P.U.D. PHASE 2 WAS
FILED FOR RECORD IN MY OFFICE ON THIS DATE OF 04/14/2022.

UTILITY COMPANIES APPROVAL
WE, THE HEREIN NAMED PUBLIC UTILITY COMPANIES, APPROVE THE
INSTALLATION OF THE UTILITY FACILITIES SHOWN ON THE FINAL PLAT OF
TRAILSIDE TOWNHOMES P.U.D. PHASE 2, AND GUARANTEE THE
INSTALLATION OF OUR UTILITY.

ROCKY MOUNTAIN POWER
DATE _____
CENTURY LINK DATE _____
COMMUNITY ENERGY DATE _____
TDS DATE _____
SOUTHERN CALIFORNIA GAS DATE _____
SOUTHERN CALIFORNIA ELECTRIC DATE _____
POSTAL SERVICE SUPERVISOR DATE _____

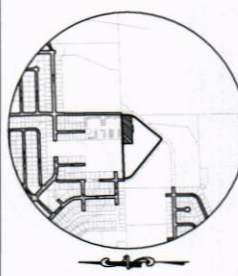
OWNER'S CERTIFICATE OF ACCEPTANCE
I, GEORGE WRIGHT, MANAGER, TRAILSIDE TOWNHOMES P.U.D. PHASE 2, DO HEREBY CERTIFY
THAT I HAVE EXAMINED THIS FINAL PLAT OF TRAILSIDE TOWNHOMES P.U.D. PHASE 2 AND THAT
IT COMES WITHIN THE POWER AND DUTY OF MY OFFICE TO DO SO, AND I AM NOT AWARE OF ANY
OBJECTIONS TO THE SAME, AND I AM HEREBY RECOMMENDING FOR APPROVAL THIS _____ DAY OF _____, 2022.

ACKNOWLEDGEMENT
ON THIS DAY OF 04/14/2022
PERSONALLY APPEARED BEFORE ME GEORGE WRIGHT, MANAGER, TRAILSIDE
TOWNHOMES P.U.D. PHASE 2, AND HE HAS ACKNOWLEDGED THAT HE HAS EXAMINED THIS
FINAL PLAT OF TRAILSIDE TOWNHOMES P.U.D. PHASE 2 AND THAT IT COMES WITHIN THE
POWER AND DUTY OF MY OFFICE TO DO SO, AND I AM NOT AWARE OF ANY OBJECTIONS TO THE
SAME, AND I AM HEREBY RECOMMENDING FOR APPROVAL THIS _____ DAY OF _____, 2022.

NOTARY PUBLIC
NOTARY PUBLIC FULL NAME _____
COMMISSION NUMBER _____
MY COMMISSION EXPIRES _____
I HAVE EXAMINED THIS FINAL PLAT OF TRAILSIDE TOWNHOMES P.U.D. PHASE 2 AND THAT
IT COMES WITHIN THE POWER AND DUTY OF MY OFFICE TO DO SO, AND I AM NOT AWARE OF ANY
OBJECTIONS TO THE SAME, AND I AM HEREBY RECOMMENDING FOR APPROVAL THIS _____ DAY OF _____, 2022.

NOTARY PUBLIC
NOTARY PUBLIC FULL NAME _____
COMMISSION NUMBER _____
MY COMMISSION EXPIRES _____
I HAVE EXAMINED THIS FINAL PLAT OF TRAILSIDE TOWNHOMES P.U.D. PHASE 2 AND THAT
IT COMES WITHIN THE POWER AND DUTY OF MY OFFICE TO DO SO, AND I AM NOT AWARE OF ANY
OBJECTIONS TO THE SAME, AND I AM HEREBY RECOMMENDING FOR APPROVAL THIS _____ DAY OF _____, 2022.

NOTARY PUBLIC
NOTARY PUBLIC FULL NAME _____
COMMISSION NUMBER _____
MY COMMISSION EXPIRES _____
I HAVE EXAMINED THIS FINAL PLAT OF TRAILSIDE TOWNHOMES P.U.D. PHASE 2 AND THAT
IT COMES WITHIN THE POWER AND DUTY OF MY OFFICE TO DO SO, AND I AM NOT AWARE OF ANY
OBJECTIONS TO THE SAME, AND I AM HEREBY RECOMMENDING FOR APPROVAL THIS _____ DAY OF _____, 2022.





Line #	Length	Direction
L1	7.50	S0°45'26"E
L2	10.00	N0°45'27"W
L3	10.00	N0°45'27"W
L4	7.50	S0°45'26"E

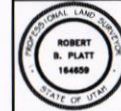


P
PLATT

P
PLATT, INC
CONSULTING
CIVIL ENGINEERS
&
LAND SURVEYORS
195 N. 100 E.
CEDAR CITY, UT 84720
TEL: (435) 586-6151
FAX: (435) 586-8567
EMAIL:
PLATT@INFOWEST.COM



FINAL PLAT OF
TRAILSIDE TOWNHOMES P.U.D. PHASE 2
WITHIN THE NW 1/4 OF SECTION 23, T. 36 S., R. 11 W., S1888M
CEDAR CITY, IRON COUNTY, UTAH



DRAWN BY:
CJ WEAVER

CHECKED BY:
R.B. PLATT

DATE: Mar 14, 2022

SCALE: 1" = 50'

PAGE: 3 OF 3

EXISTING PRIVATE STORM DRAIN EASEMENT

A 10.00 FOOT WIDE STORM DRAIN EASEMENT, 5.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 23, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SLB&M, THENCE S89°37'16"W, ALONG THE SECTION LINE, 449.78 FEET, THENCE S00°05'38"E 735.14 FEET, THENCE N90°00'00"E 5.00 FEET TO THE TRUE POINT OF BEGINNING, THENCE S00°05'38"E 270.82 FEET, THENCE N90°00'00"E 179.46 FEET TO THE POINT OF ENDING.

THE ABOVE DESCRIBED PROPERTY WAS FOUND IN THE FINAL PLAT OF
TRAILSIDE P.U.D. PHASE 1.





NEW PRIVATE STORM DRAIN EASEMENT




A 10.00 FOOT WIDE STORM DRAIN EASEMENT, 5.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 23, TOWNSHIP 36 SOUTH, RANGE 11 WEST, S11B&M, THENCE 589°73'16"W, ALONG THE SECTION LINE, 449.78 FEET, THENCE 500°05'38"E 735.14 FEET, THENCE N90°00'00"E 5.00 FEET, THENCE 500°05'38"E 275.82 FEET TO THE SOUTHERLY BOUNDARY LINE OF THE EXISTING PRIVATE STORM DRAIN EASEMENT, SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE 500°05'38"E 333.24 FEET TO THE SOUTHERLY PROPERTY LINE OF TRAILSIDE P.U.D. PHASE 1, SAID POINT BEING THE POINT OF ENDING.

LEGEND

(2391 W) ADDRESS

 DENOTES NOCBU BOX
 2 DENOTES LOT NUMBER
 DENOTES CLASS 2 STREET MONUMENT TO BE SET
 DENOTES PROPERTY CORNER TO BE SET - 5/8" REBAR WITH YELLOW PVC CAP STAMPED PLATT & PLATT INC. LS 164659

 COMMON AREA
 PRIVATE
 OPEN SPACE

CERTIFICATE OF RECORDING

I, CARRI JEFFRIES, COUNTY RECORDER OF IRON COUNTY, UTAH, DO
HEREBY CERTIFY THAT THIS FINAL PLAT OF TRAILSIDE TOWNHOMES
P.U.D. PHASE 2 WAS FILED FOR RECORD IN MY OFFICE ON THIS THE
DAY OF _____, 2022.

CARRI JEFFRIES
IRON COUNTY RECORDER

BOOK: _____ PAGE: _____

ENTRY NO.: _____ FEE: _____

RECORDED AT THE REQUEST OF: _____

Dr. E. S. Salsfield, Senior Wheatland Technician, M. O. B. 20, 2000 S. 174th St., P.O. Box 13, Wheatland, Nebraska, Phone 3-1740; Fax 3-7030; E-mail: esalsfield@wheatland.com

CEDAR CITY COUNCIL
AGENDA ITEMS - 14
DECISION PAPER

TO: Mayor and City Council

FROM: Tyler Romeril

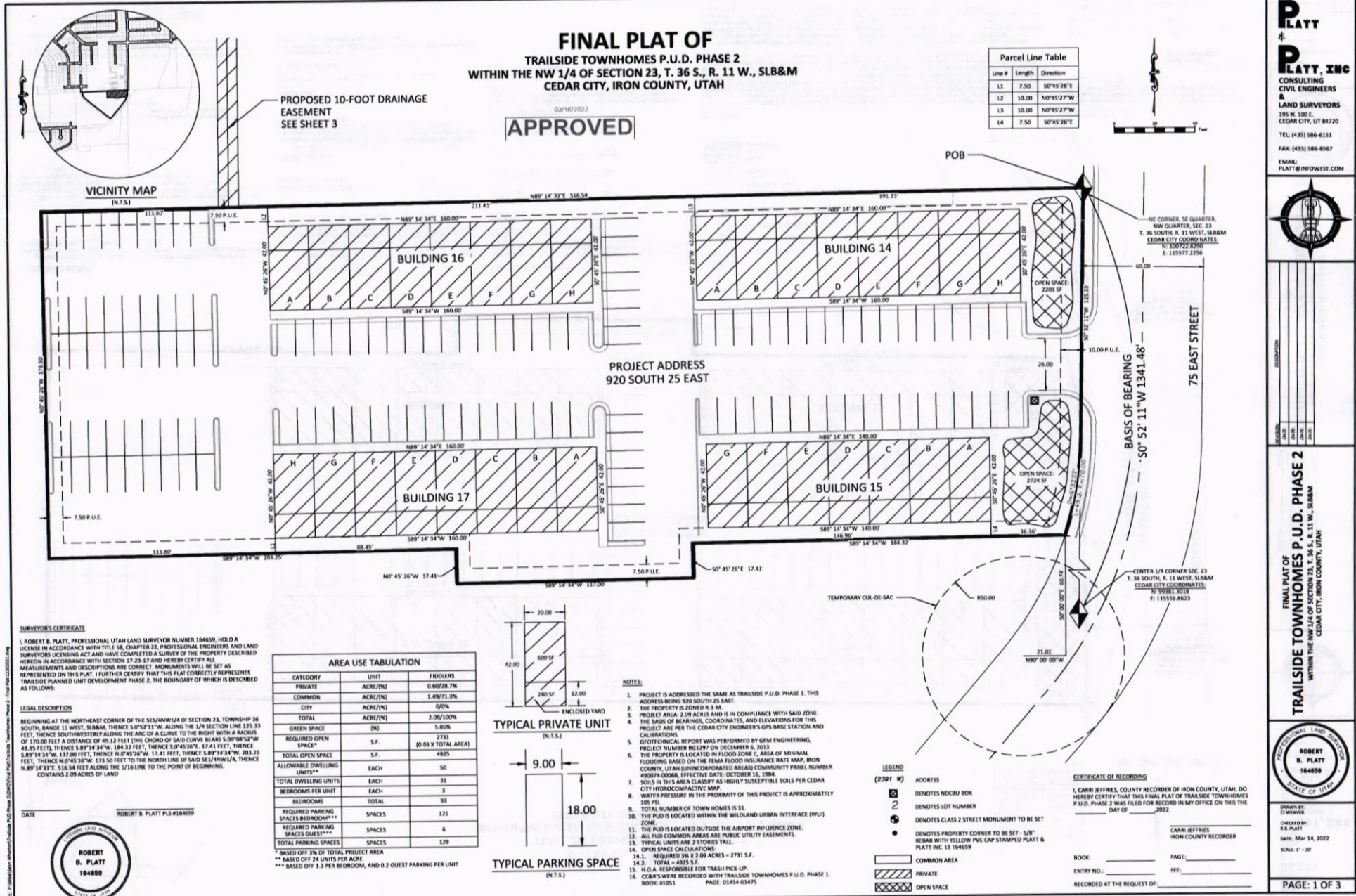
DATE: April 1, 2022

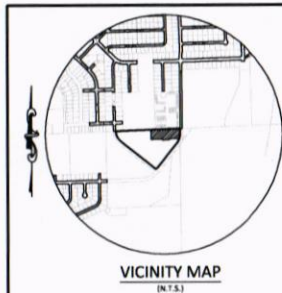
SUBJECT: Trailside Townhomes PUD Phase 2 - Final Plat Approval.

DISCUSSION:

The Trailside Townhomes PUD Phase 2 development is located in the vicinity of 25 East 1000 South. The Planning Commission gave this project a positive recommendation to move forward to the City Council for final plat approval. Since that date, the City has received the title report, CC&R's, and all fees have been paid. Per UCA 10-9a-604.5, the Developer is requesting final plat approval subject to the City receiving the bond. The Developer is aware that the final plat will not be recorded until the bond and bond agreement are in place.

Please consider approval of the final plat for the Trailside Townhomes PUD Phase 2.





FINAL PLAT OF TRAILSIDE TOWNHOMES P.U.D. PHASE 2 WITHIN THE NW 1/4 OF SECTION 23, T. 36 S., R. 11 W., SLB&M CEDAR CITY, IRON COUNTY, UTAH

Line #	Length	Direction
L1	7.50	S0°45'26"E
L2	10.00	N0°45'27"W
L3	10.00	N0°45'27"W
L4	7.50	S0°45'26"E



EXISTING PRIVATE STORM DRAIN EASEMENT

A 10.00 FOOT WIDE STORM DRAIN EASEMENT, 5.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 23, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SLB&M, THENCE S89°37'16"W, ALONG THE SECTION LINE, 449.78 FEET, THENCE S00°05'38"E 735.14 FEET, THENCE N40°00'00"E 5.00 FEET TO THE TRUE POINT OF BEGINNING, THENCE S00°05'38"E 270.82 FEET, THENCE N40°00'00"E 179.46 FEET TO THE POINT OF ENDING.

THE ABOVE DESCRIBED PROPERTY WAS FOUND IN THE FINAL PLAT OF TRAILSIDE P.U.D. PHASE 1.

NEW PRIVATE STORM DRAIN EASEMENT

A 10.00 FOOT WIDE STORM DRAIN EASEMENT, 5.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 23, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SLB&M, THENCE S89°37'16"W, ALONG THE SECTION LINE, 449.78 FEET, THENCE S00°05'38"E 735.14 FEET, THENCE N40°00'00"E 5.00 FEET, THENCE S00°05'38"E 270.82 FEET TO THE SOUTHERLY BOUNDARY LINE OF THE EXISTING PRIVATE STORM DRAIN EASEMENT, SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE S00°05'38"E 133.24 FEET TO THE SOUTHERLY PROPERTY LINE OF TRAILSIDE P.U.D. PHASE 1, SAID POINT BEING THE POINT OF ENDING.

TRUE P.O.B.
EXISTING PRIVATE 10-FOOT WIDE
DRAINAGE EASEMENT

EXISTING PRIVATE 10-FOOT WIDE DRAINAGE EASEMENT
AS PROVIDED ON THE FINAL PLAT OF THE TRAILSIDE
TOWNHOMES P.U.D. PHASE 1

TRUE P.O.B.
NEW PRIVATE 10-FOOT WIDE
DRAINAGE EASEMENT

NEW PRIVATE 10-FOOT WIDE
DRAINAGE EASEMENT

LEGEND

- (2.391 W) ADDRESS
- DENOTES NDCBU BOX
 - 2 DENOTES LOT NUMBER
 - DENOTES CLASS 2 STREET MONUMENT TO BE SET
 - DENOTES PROPERTY CORNER TO BE SET - "S" REBAR WITH YELLOW PVC CAP STAMPED PLATT & PLATT INC. LS 164659

- COMMON AREA
- ▨ PRIVATE
- ▩ OPEN SPACE

CERTIFICATE OF RECORDING

I, CARRI JEFFRIES, COUNTY RECORDER OF IRON COUNTY, UTAH, DO HEREBY CERTIFY THAT THIS FINAL PLAT OF TRAILSIDE TOWNHOMES P.U.D. PHASE 2 WAS FILED FOR RECORD IN MY OFFICE ON THIS DATE OF 2022.

CARRI JEFFRIES
IRON COUNTY RECORDER

BOOK: PAGE:
ENTRY NO.: FEE:
RECORDED AT THE REQUEST OF:

PLATT & PLATT, INC.
CONSULTING
CIVIL ENGINEERS
&
LAND SURVEYORS
195 N. 100 E.
CEDAR CITY, UT 84720
TEL: (435) 586-6151
FAX: (435) 586-8567
EMAIL:
PLATT@HFWEST.COM



NO.	DATE	BY	REVISION
1			
2			
3			
4			

FINAL PLAT OF
TRAILSIDE TOWNHOMES P.U.D. PHASE 2
WITHIN THE NW 1/4 OF SECTION 23, T. 36 S., R. 11 W., SLB&M
CEDAR CITY, IRON COUNTY, UTAH



DRAWN BY:
CJ WEAVER
CHECKED BY:
R.S. PLATT
DATE: Mar 14, 2022
SCALE: 1" = 50'

**CEDAR CITY
COUNCIL AGENDA ITEM 15
STAFF INFORMATION SHEET**

TO: Mayor and Council
FROM: Donald Boudreau
DATE: March 16, 2022
SUBJECT: Consideration of a Vicinity Plan for the Sugar Plum Subdivision located at approximately 3900 West and 800 North

Discussion

The subject subdivision vicinity plan has been recommended for approval by the Cedar City Planning Commission. A copy of the Planning Commission's minutes is attached. Also attached is a copy of the subdivision's vicinity plan. As required in the City's subdivision ordinance once the Planning Commission recommends a subdivision vicinity plan for approval, the plan shall then be presented to City Council for your review and approval, or approval subject to alterations, or disapproval.

General Information

Developer-	Plum Creek
Subd. General Location-	3900 West and 800 North
Area Land Use Zone-	Medium Density/ R2-2
Number of Lots-	67 Twin Home Lots

1. Subd. – Vicinity
Creek/Platt & Platt
(Recommendation)

3900 W. & 800 N.
Sugar Plum Subdivision

Plum

Bob: No zone change will be necessary. It's R-2-2. This is at 3900 W. and 800 N. near Monte Vista subdivision in the county. This is a proposed subdivision. It's been reviewed by engineering. **Mary:** So, there are no changes to anything? **Bob:** Correct. **Craig:** You'll have 2 accesses on 3900, and one on the bottom of 3700 W. **Bob:** Yes. **Adam:** Why does it jump from lot 61 to lot 252? **Bob:** Maybe that's a mistake. I will find out tomorrow. **Jill:** How many lots are there? **Bob:** There's about 60. **Jill:** Each with 2 units? **Bob:** Yes. It's conforming to the zoning and I don't know how that numbering happened. **Mary:** Those are twin homes? **Bob:** Yes.

Jennie motions for positive recommendation; Ray seconds; all in favor for unanimous vote.

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